

THIS ORDER IS SIGNED AND ENTERED.

Dated: July 2, 2021

The statements following “**HEREBY FINDS**” and before “**HEREBY ORDERS**” result from their inclusion in a proposed order approved by parties who, after notice, expressed an interest in the sale motion. No one requested an evidentiary hearing; the court did not receive evidence. Assertions not otherwise established by the record result from party agreement with the proposed order. This qualification does not limit the order's effect.

“**Exhibit 1**” refers to the first attached **EXHIBIT**

A and its attachments.

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**



In re: **ENGINEERED PROPULSION SYSTEMS, INC.,**

Case No. 20-11957-gmh

Debtor.

Chapter 11

ORDER AUTHORIZING SALE OF ASSETS UNDER 11 U.S.C. §363

Upon the motion (the “Motion”) of the above-captioned debtor (the “Debtor”) for entry of an order (this “Sale Order”) approving the sale (“Sale”) of certain assets of the Debtor (the “Assets”) free and clear of all Liens (as defined below) to General Atomics Aeronautical Systems, Inc. (together with its successors, designees and assigns, the “Buyer”); and it appearing that Buyer has submitted the highest or otherwise best bid for the Assets; and upon adequate and sufficient notice of the Motion, the Agreement, and the Sale; and the Court having reviewed and considered the Motion and all relief related thereto and any objections thereto; and upon the full record in support of the relief requested by the Debtor in the Motion; and this Court having jurisdiction to enter a final order approving the Sale and the Agreement consistent with Article III of the United States Constitution; and after due deliberation thereon, and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:

- A. Notice of the Sale Hearing and Transaction was timely, proper, and reasonable.
- B. The agreement that governs the Sale (the “Agreement”¹), attached to this Sale Order as Exhibit 1, was negotiated, proposed, and entered into by the Debtor and the Buyer without collusion, in good faith, and from arm’s-length bargaining positions. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Sale to be avoided under Bankruptcy Code section 363(n). The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an “insider” of the Debtor.
- C. The conditions of section 363(f) of the Bankruptcy Code have been satisfied with respect to each and every lien (as that term is defined in section 101(37) of the Bankruptcy Code), including the DIP Liens², and other encumbrance that has been or could be asserted with respect to the Assets, (collectively, “Liens”).
- D. There is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regard to the transactions contemplated by this Sale Order.

THE COURT HEREBY ORDERS THAT:

1. The Agreement, all other ancillary documents, the Sale, and all other relief requested in the Motion are approved, except as set forth in this Order, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

¹ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Agreement.

² “DIP Liens” has the meaning assigned to it in this Court’s *Final Order: (I) Authorizing the Debtor to Use Cash Collateral; (II) Authorizing the Debtor to Obtain Senior Secured Postpetition (DIP) Financing; (III) Granting Liens and Superpriority Administrative Claim Status to the DIP Lender; (IV) Granting Adequate Protection to the Prepetition Secured Parties; and (V) Granting Related Relief*, dated September 8, 2020, ECF No. 124 (the “First DIP Order,” and, collectively with the further orders of the Court dated December 17, 2020, ECF No. 237, and April 8, 2021, ECF No. 306, the “DIP Orders”). In the event of any conflict between this Sale Order and the terms of the DIP Orders, this Sale Order controls.

2. Insofar as it pertains to the allocation of the Purchase Price, the Court defers consideration of the limited objection to the Motion filed by EPS Engineered Propulsion Systems, Inc. (the "DIP Lender") (ECF No. 360) (provided, however, that to the extent such objection objects to the Sale itself, to the transfer of the Assets free and clear of the DIP Liens or any other Liens, or to the payments to First National Community Bank, Wisconsin Economic Development Corporation, or US Bank Equipment Finance that are contemplated by the Agreement, then such objection is overruled, and with respect to the UST fees, premium for the D&O tail policy, and personal property taxes, such objection is rendered moot by agreement of the DIP Lender to payment of such amounts).

3. The *Limited Objection to Second Section 363 Motion and Proposed Order* filed by First National Community Bank (ECF No. 351) has been withdrawn, subject to the agreement of all parties that Section 2.2(a)(2) of the Agreement is revised to read as follows:

In the event that the amounts described in Section 2.2(a)(1) exceed the Purchase Price Cushion, then the Buyer ~~may elect to~~ *shall* increase the Purchase Price to fund such additional amounts or terminate this Agreement pursuant to Section 8.1(j).

Contingent on receipt of the full payoff sum owed to First National Community Bank at Sale Closing, First National Community Bank has consented to the surcharge of its collateral for the Carveout for Professionals, as set forth in Schedule 2.2 of the Agreement, and further consents to the surcharge of its collateral for the payment of the quarterly fees owed to the United States Trustee, the policy premium for the tail insurance, personal property taxes and the pre-paid \$161,300 deposit.

4. Other than the amount of the Purchase Price to be distributed to First National Community Bank, Wisconsin Economic Development Corporation, US Bank Equipment Finance, D&O tail insurance, UST fees, and personal property taxes, the remaining amount

allocated in the Agreement for Carveout for Professionals in the sum of \$718, 538.00 plus the Post-Petition A/P of \$35,098.00 (the “Sequestered Funds”) shall be sequestered in the trust account of Steinhilber Swanson, LLP, pending entry by this Court of an order directing the disbursement of any of the Sequestered Funds or written agreement by the DIP Lender.

5. Any other objections to the Motion that have not been withdrawn, waived, or settled are hereby denied with prejudice. Parties that did not object, or withdrew their objection, to the Motion have consented to the Sale pursuant to Bankruptcy Code section 363(f)(2).

6. Pursuant to Bankruptcy Code sections 105(a), 363, and 365, the Debtor is authorized to transfer the Assets to the Buyer in accordance with the terms of the Agreement. Such transfer shall constitute a legal, valid, binding, and effective sale and shall vest the Buyer with title to the Assets. The transfer of the Assets is free and clear of all Liens, claims, or other interests of any kind or nature whatsoever, with all such Liens, claims, or other interests to attach to the cash proceeds of the Purchase Price ultimately attributable to the property against or in which such Liens, claims, or other interests are asserted.

7. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Agreement, all amendments thereto, and any waivers and consents thereunder, and to adjudicate any and all disputes concerning or relating in any way to the Sale (including, without limitation, determining the allocation of the Sequestered Funds).

8. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in this chapter 11 case, the terms of this Sale Order shall govern.

9. This Sale Order is not subject to the 14-day stay imposed by Bankruptcy Rules 6004(h) and shall be effective immediately upon entry.

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EXHIBIT A

ASSET PURCHASE AGREEMENT

dated as of June 1, 2021,

by and between

General Atomics Aeronautical Systems, Inc.,

as the Buyer

and

Engineered Propulsion Systems, Inc.,

as the Seller

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of June 1, 2021, by and between General Atomics Aeronautical Systems, Inc. (together with its successors, designees and assigns, the "Buyer") and Engineered Propulsion Systems, Inc., a Delaware corporation (hereinafter referred to as the "Seller," and together with the Buyer, the "Parties," and each, a "Party").

RECITALS

WHEREAS, the Seller is engaged in the business of research and development, as well as the design and engineering of aviation propulsion systems (the "Business") and is operating the Business as "debtor-in-possession" under chapter 11 bankruptcy proceedings (the "Chapter 11 Case") filed on July 29, 2020 (the "Petition Date") in the United States Bankruptcy Court for the Western District of Wisconsin (the "Court"), in Case No. 20-11957;

WHEREAS, the Buyer is a Delaware corporation;

WHEREAS, the Seller previously sought to sell certain assets of the Business (the "Prior Proposed Transaction") to EPS Engineered Propulsion Systems, Inc. (the "Prior Proposed Purchaser") pursuant to a sale agreement (the "Prior Transaction Agreement") that was approved by the Court pursuant to that certain *Order Authorizing Asset Sale Under 11 U.S.C. §363* dated December 2, 2020 [Docket No. 224] (the "Prior Sale Order");

WHEREAS, on April 28, 2021, the Prior Proposed Purchaser provided written notice to Seller of its termination of the Prior Proposed Transaction;

WHEREAS, on April 28, 2021, the Prior Proposed Purchaser provided written notice to Seller that (i) the debtor-in-possession loan facility previously approved in the DIP Order has been terminated and (ii) the funds are no longer be available to Seller under such facility;

WHEREAS, Seller therefore approached other prospective purchasers, including Buyer, about acquiring certain assets of the Business);

WHEREAS, Buyer is the only prospective purchaser that has expressed an interest in purchasing the Purchased Assets (as defined below) on terms acceptable to the Seller;

WHEREAS, the Buyer desires to purchase the Purchased Assets, and the Seller desires to sell and transfer to the Buyer the Purchased Assets pursuant to Section 363 (b) and (f) of the Code (as defined below), free and clear of all Liens (as defined below);

WHEREAS, other than the Purchased Assets, the Buyer is not offering to purchase any other assets of the Seller and such other assets shall remain with the Seller;

WHEREAS, the Seller will seek entry of the New Sale Order (as defined below) authorizing the Seller to consummate the Contemplated Transactions (as defined below) pursuant to the terms and subject to the conditions set forth in this Agreement and in the New Sale Order;

WHEREAS, the board of directors or other applicable governing body of the Seller has determined that it is advisable and in the best interests of the Seller's estate and the beneficiaries of such estate to consummate the Contemplated Transactions provided for herein pursuant to the New Sale Order, and has, therefore, approved the Contemplated Transactions and this Agreement; and

WHEREAS, the Contemplated Transactions are subject to the approval of the Court and will be consummated only upon or following entry of the New Sale Order by the Court.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and subject to the approval of the Court under such procedures and according to such timing as the Court may direct, the Buyer and the Seller hereby agree as follows:

ARTICLE I **PURCHASE AND SALE OF ASSETS**

1.1 **Defined Terms.** Capitalized terms used herein have the meanings set forth in Section 6.1 hereof.

1.2 **Purchased Assets.** Pursuant to Sections 105, 363 and 365 of the Code, pursuant to the terms and subject to the conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements made in this Agreement by the Seller and the Buyer, the Buyer hereby agrees that it shall purchase, accept and acquire from the Seller, at the Closing, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, the assets, properties, both

real and personal, rights and interests of the Seller, whether tangible or intangible, and wherever located, described below (the "Purchased Assets"), free and clear of all Liens:

- (a) all raw material inventories of whatever kind, including, without limitation, supplies and accessories used in the Business that are owned by the Seller as of the date of the Closing, including all rights of the Seller to receive such raw material inventories (the "Inventories");
- (b) all equipment, appliances, industrial artwork, computers, computer terminals and printers, engine testing hardware and software, factory machinery, tooling, fixtures and equipment, tools, all materials handling and, and all other tangible personal property of every kind and description, located in the Hangars owned by Seller or in the possession of any vendor to Seller (hereinafter, the "Equipment"), including all such Equipment listed on Schedule 1.2(b); provided that such Equipment includes software only to the extent of Seller's rights, if any, in such software as of the Closing Date;
- (c) the contracts, leases, subleases, arrangements, commitments, and other agreements of the Seller, including, without limitation, customer agreements, vendor agreements, purchase orders, sales orders, installation and maintenance agreements, hardware lease or rental agreements, and other arrangements and understandings related to the Business, as more specifically described in Sections 1.3 and 2.3, below;
- (d) all work in progress of the Business, in whatever stage of completion and wherever located (the "Work-in-Progress") as of the date of the Closing, including, without limitation, that which is specifically described on Schedule 1.2 (d);
- (e) all Intellectual Property, and all goodwill associated with the Business, including, without limitation, that which is specifically described on Schedule 3.11(a), along with all associated licenses and sublicenses granted and obtained with respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the laws of all jurisdictions and all rights under any confidentiality agreements executed by any third party for the benefit of the Seller to the extent relating to the Purchased Assets and/or Assumed Liabilities, and all Records related to Intellectual Property, including any legal files maintained by Seller or its counsel;

- (f) to the extent legally transferable, all qualifications, registrations, filings, privileges, immunities, certifications, accreditations, consents, licenses, permits, authorizations and approvals of Governmental Entities and non-Governmental Entities, which are used or required, authorizing the Seller to own and operate the Business, including, without limitation, all certificates of occupancy and certificates, licenses and permits relating to zoning, building, housing, safety, Environmental Laws, fire and health (the "Permits");
- (g) all Records of the Business related to the creation and development of the Purchased Assets, but the remainder of the Records of the Business not so related are deemed to be Excluded Assets, subject to the access provisions of Section 5.9, below;
- (h) all sales, marketing and development and expansion plans, strategic plans, projections, studies, reports and other documents and data (including, without limitation, creative materials, advertising and promotional matters, and current and past lists of customers, suppliers, vendors, and sources), and all training materials and marketing brochures, in each case, related to the Business;
- (i) all the Seller's rights and remedies on and after the Closing Date, under warranty or otherwise, against a manufacturer, vendor, supplier, contractor, or other Person for any defects in any Purchased Asset and/or Assumed Liabilities;
- (j) all causes of action, choses in action, lawsuits, judgments, claims, refunds, rights of recovery, rights of set-off, counterclaims, defenses, demands, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights of the Seller (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, now existing or hereafter acquired, contingent or noncontingent) and rights of recovery with respect to any of the foregoing, but any such rights, causes of action, choses in action, lawsuits, judgments, claims, refunds, rights of recovery, rights of set-off, counterclaims, and defenses arising under Chapter 5 of Title 11, U.S.C. are specifically deemed to be Excluded Assets;
- (k) the Hangars;
- (l) Reserved;

- (m) all Accounts Receivable of the Seller as of the Closing;
- (n) without duplication of the above, all deposits (including, without limitation, deposits in transit, customer deposits and security deposits for rent, electricity, telephone, utilities or otherwise) and other prepaid charges and expenses of the Seller, but specifically excluding any Advance Deposits, retainer payments or analogous monies deposited with or paid to any legal counsel for the Seller;
- (o) all rights of the Seller under any non-disclosure or confidentiality, noncompete, or non-solicitation agreements with current or former employees, directors, consultants, independent contractors, and agents of the Seller to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);
- (p) the amount of, and all rights to any, insurance proceeds received by the Seller after the date hereof in respect of (i) the loss, destruction, or condemnation of any of the Purchased Assets, occurring on or after the Closing or (ii) any Assumed Liabilities; and
- (q) Reserved;
- (r) all testing and analytical data and files generated out of or in connection with the Seller's prime contracts with the United States Air Force.

All assets owned by the Seller that are not included within the list of Purchased Assets, and specifically all Records of the Business that are not Purchased Assets, shall remain the assets of the Seller following the consummation of the Contemplated Transactions (the "Excluded Assets").

1.3 Assumption of Assumed Liabilities.

(a) Pursuant to the terms and subject to the conditions of this Agreement and the New Sale Order, at the Closing, the Buyer shall assume from the Seller, and the Seller shall irrevocably convey, transfer, and assign to the Buyer, the Liabilities under contracts, notes, and obligations assumed by the Buyer that are specifically listed on Schedule 1.3(a), if any (the "Assumed Liabilities").

(b) Not earlier than five (5) days prior to the Closing, nor less than two (2) days prior to the Closing, the Buyer shall deliver to the Seller the Exhibits to Schedule 1.3(a), hereof, setting forth the specific contracts and obligations being assumed, if any. The Buyer's obligation hereunder is to assume all obligations categorized in Schedule

1.3(a), and the Exhibits to that Schedule that shall provide the detail of the liabilities being assumed.

1.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of the Seller, whether existing on the Closing Date or arising thereafter, other than the Assumed Liabilities (all Liabilities, other than the Assumed Liabilities, being referred to collectively as the "Excluded Liabilities"). For the avoidance of doubt, "Excluded Liabilities" shall include, ~~without limitations~~, any Liabilities, debts or obligations of the Seller of any kind whatsoever (including the DIP Obligations, the DIP Liens, any obligations of Seller to the Equipment Finance Lenders other than those obligations expressly set forth in Section 2.2, and any Liens asserted by the Equipment Finance Lenders), that is in existence at the time of the Closing, whether actual, contingent, accrued, known or unknown, including, without limitation, any relating to interest-bearing debt, interest and termination penalties on indebtedness, taxes, employee compensation, severance, pension, profit-sharing, health insurance, disability insurance or other employee benefit plans and programs, worker's compensation, breach or negligent performance of any contract, or breach of warranty relating thereto, Liabilities resulting from breach of contract, torts (including, without limitation, product liability claims), illegal activity, unlawful employment or business practice, infringement of intellectual property rights, claim for environmental liability or remediation or any other Liability or obligation whatsoever. All Excluded Liabilities shall remain the responsibility of the Seller, which shall pay and discharge the same when and as due and shall be restricted as liability against the Seller under Section 363(f) of the Code.

ARTICLE II

PURCHASE PRICE

2.1 Closing. The closing (the "Closing") of the purchase and sale of the Purchased Assets shall take place at the offices of Steinhilber Swanson LLP, or at such other place and manner, including remotely by electronic exchange of counterpart signature pages, as the Parties may agree on or before (a) five (5) days following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions), or (b) at such other date and time as the Parties may agree (the "Closing Date").

2.2 Purchase Price.

- (a) The aggregate purchase price (the "Purchase Price") for the Purchased Assets shall be composed of the following: (i) cash equal to \$1,034,399.00, a portion of which will be paid by Buyer to Seller prior to Closing in the form of one or more deposits in such amounts and on such dates to be reasonably agreed between Buyer and Seller, and with the remainder to be paid at Closing; (ii) assumption by the Buyer of the Assumed Liabilities, if any, and (iii) the satisfaction of up to \$1,653,010.00 of the Seller's obligations to the Equipment Finance Lenders as of the Closing Date; provided, however, that to the extent the Seller's obligations to the Equipment Finance Lenders as of the Closing Date are less than \$1,653,010.00, then the difference between \$1,653,010.00 and such lesser amount shall be credited against the Purchase Price and any amounts otherwise payable by Buyer at the Closing Date.
1. The Purchase Price is subject to increase by an amount not more than the Purchase Price Cushion if (x) the Seller's obligations to the Equipment Finance Lenders as of the Closing are greater than the amount set forth in Section 2.2(a)(iii) and/or (y) the Debtor's utility bills, insurance premium, professional fees or other expenses exceed the budgeted amounts set forth on Schedule 2.2.
 2. In the event that the amounts described in Section 2.2(a)(1) exceed the Purchase Price Cushion, then the Buyer may elect to increase the Purchase Price to fund such additional amounts or terminate this Agreement pursuant to Section 8.1(j).
- (b) At the Closing, Buyer shall pay to Seller cash equal to \$2,687,409.00 *less* any deposit(s) previously paid by Buyer to Seller in accordance with Section 2.2(a)(i). Buyer shall satisfy the Purchase Price as to any Assumed Liabilities described in Schedule 1.3(a) by assuming such Assumed Liabilities pursuant to the Assignment, Assumption and Bill of Sale (as defined below).
- (c) The Purchase Price shall be allocated as set forth on Schedule 2.2.
- 2.3 Pre-Closing Deliveries by Buyer; Assumed Contracts and Leases.

- (a) Schedule 2.3(a) sets forth a list of all executory contracts and unexpired leases to which the Seller is a party. Prior to Closing, Seller will certify that such list is complete and accurate or provide an update to make such list complete and accurate.
- (b) Schedule 2.3(b) sets forth a complete list of the executory contracts and unexpired leases that the Buyer wishes for the Seller to assume and assign to the Buyer under Section 365 of the Code (the "Assumed Contract List"). Buyer may remove any contract or lease from the Assumed Contract List at any time prior to the date that is two (2) days before the Closing. Buyer may add any contract or lease to the Assumed Contract List at any time prior to the date that is two (2) days before the Closing (whereupon Seller's obligations set forth in Section 2.3(c) shall also apply to such additional contracts or leases).
- (c) The Seller shall promptly take all reasonable and necessary steps to file and pursue the assumption and assignment of the contracts and leases set forth on the Assumed Contract List to the Buyer, and to undertake such negotiations with the relevant contract counterparties, including any landlords, to effectuate the assumption and assignment of such contracts and leases to the Buyer.
- (d) The Closing shall not be contingent upon the assumption and assignment of the contracts and leases on the Assumed Contract List; it being the duty of the Seller to use its best efforts to assume and assign such contracts and leases. Notwithstanding the foregoing, in the event the Seller is unable to assign such contracts and leases to the Buyer pursuant to an order of the Court, then the parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all consents from third parties necessary to assume and assign such contracts and leases to the Buyer.
- (e) Reserved.

2.4 Closing Deliveries by the Seller. At the Closing, the Seller shall deliver the following documents or other items, duly executed by the Seller, as necessary, to the Buyer:

- (a) the Assignment, Assumption and Bill of Sale in substantially the form of Exhibit A (the "Assignment, Assumption and Bill of Sale"), conveying to the Buyer, the Purchased Assets, free and clear of all Liens, and the *Assignment & Assumption of Hangar Lot Leases* and the *Hangar Bill of Sale*

and Assignment, each substantially in the forms of Exhibits B-1 and B-2, conveying the Hangars to the Buyer;

- (b) a certificate of the President of the Seller certifying as to the incumbency of the Seller's officer who is authorized to execute the Assignment, Assumption and Bill of Sale;
- (c) a certified copy of the New Sale Order from the Court approving the terms of the sale;
- (d) instruments of assignment in form and substance to be agreed to by the parties in their reasonable discretion for each registered trademark and patent, respectively, transferred or assigned hereby and for each pending application therefor, and general assignments of all other Intellectual Property of the Seller;
- (e) such other bills of sale, special deeds, completed transfer tax returns, title affidavits, assignments of leases, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to the Buyer (in each case signed and acknowledged as appropriate), as the Buyer may reasonably request to vest in the Buyer all the right, title and interest of the Seller in, to or under any or all the Purchased Assets; provided that all of the reasonable and documented out-of-pocket post-Closing costs incurred by the Seller in preparing and delivering the foregoing shall be borne by the Buyer and paid promptly after demand therefor and receipt of supporting invoices;
- (f) originals (or, to the extent originals are not available, copies) of all Assumed Contracts (together with all material amendments, supplements or modifications thereto) to the extent not otherwise already made available to the Buyer;
- (g) physical possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery;
- (h) certificates of title and title transfer documents to all titled aircraft, if any, included within the Purchased Assets;
- (i) a certificate of the President of the Seller certifying that any EPS proprietary property, both tangible and intangible, has been destroyed

(in the case of tangible property) or has been erased and over-written (in the case of intangible and Intellectual Property);

- (j) all other previously undelivered certificates, agreements and other documents, instruments and writings reasonably requested by the Buyer to be delivered by the Seller at or prior to the Closing pursuant to this Agreement; and,
- (k) such other documentation as the parties may reasonably agree is necessary to convey good and merchantable title to the Buyer.

2.5 Closing Deliveries by the Buyer. At the Closing, the Buyer shall deliver the following documents or other items, duly executed by the Buyer, as necessary, to the Seller:

- (a) an executed copy of the Assignment, Assumption and Bill of Sale;
- (b) a certificate of an officer of the Buyer certifying as to the incumbency of the Buyer's officer who is authorized to execute the Assignment, Assumption and Bill of Sale; and,
- (c) all other documents reasonably requested by counsel for the Seller to consummate the transactions herein contemplated.

2.6 Sales, Transfer and Property Taxes. The Seller shall pay from sale proceeds, at Closing, all transfer, sales, purchase, use, value added, excise or similar tax imposed under the laws of the United States, or any state or political subdivision thereof, which arises out of the transfer by the Seller to the Buyer of any of the Purchased Assets, subject to any exemption therefrom contained in the Code. The Seller shall also pay from sale proceeds, at Closing, all delinquent personal property taxes for the year, if any.

ARTICLE III

LIMITED REPRESENTATIONS AND WARRANTIES OF THE SELLER

To induce the Buyer to enter this Agreement, the Seller makes the following limited representations and warranties to the Buyer (which representations and warranties shall survive the Closing), each of which shall be deemed to be independently material and relied upon by the Buyer, regardless of any investigation made by, or information known to, the Buyer.

3.1 Organization; Authorization. The Seller is a Delaware corporation and, as such, has the necessary power and authority to enter and perform the transactions contemplated hereby in accordance with the terms and conditions hereof, subject to approval by the Court. The execution and delivery of this Agreement, and the performance by the Seller of its obligations contained herein, when approved by the Court, have been duly authorized by all corporate actions.

3.2 Enforceability. This Agreement and all other agreements of the Seller contemplated hereby are or, upon the approval of the Court and upon the execution and delivery of this Agreement, will be the valid and binding obligations of the Seller, enforceable against it in accordance with their terms.

3.3 Title to Assets. To the Seller's Knowledge, as of immediately prior to the Closing, the Seller has good and marketable fee simple title to all the Purchased Assets and following entry of the New Sale Order approving the sale of the Purchased Assets, such title may be conveyed to Buyer, free and clear of any Liens.

3.4 Third-Party Consents. Except for the approval of the Court, the Seller has no knowledge of any third-party consents, approvals, or authorizations necessary for the execution and consummation of the transactions contemplated hereby, or of any such consents, approvals or authorizations that are required for any of the Purchased Assets to be conveyed to the Buyer.

3.5 Litigation. Except as disclosed in the papers filed by the Seller with the Court as part of its bankruptcy filing, there is no litigation, claim, proceeding, or investigation pending, or, to the Seller's knowledge, threatened against or relating to the Seller, its properties or Business, or the Seller's ability to perform its obligations under this Agreement. The parties understand that the automatic stay will become or become effective against any such action brought or threatened against the Seller when the Chapter 11 Case was filed and that it prohibits any further litigation against the Seller outside of the context of the Chapter 11 Case.

3.6 Authorization. The Court has jurisdiction to authorize the Seller to convey the assets to the Buyer pursuant to applicable bankruptcy law.

3.7 Purchased Assets. The Seller makes no representation or warranty to the Buyer concerning the condition or merchantability of the Purchased Assets to be sold to the Buyer herein. The Buyer has satisfied itself that the Purchased Assets include all the assets it believes are necessary to carry on the operations of the Business as the Buyer, in its sole discretion, intends to carry it out. The Buyer is purchasing all the Purchased Assets in their current condition, "as is, where is", on

the Closing Date, and without any representation or warranty from the Seller that such Assets are usable in the ordinary course of business, are good and merchantable, or free from material defects.

3.8 Reserved.

3.9 Compliance with Laws. To the Seller's Knowledge, the Seller is in compliance with all Laws applicable to the Business or the Purchased Assets in all material respects. As of the date hereof, the Seller has not received any written notice of violation of any Law with respect to the Seller, the Business or the Purchased Assets and there is no reasonable basis for the issuance of any such notice or the taking of any action for such violation. The Seller has been contacted by the United States Department of Treasury on behalf of CFIUS regarding its historical financing matters. There has been correspondence related to the same, but no allegation or other indication that the Seller is in violation of any applicable Law.

3.10 Contracts. Except as set forth on Schedule 3.10, Seller has not assigned, delegated, or otherwise transferred to any third party any of its rights or obligations with respect to any executory contract or unexpired lease listed on Schedule 2.3(a). The Seller has not, and, to the Seller's Knowledge, no other party to any executory contract or unexpired lease has, commenced any action against the Seller and the Seller has not given or received any written notice of any material default or violation under any executory contract or unexpired lease that has not been withdrawn or dismissed. To the Seller's Knowledge, each executory contract or unexpired lease to be assumed and assigned to the Buyer is, or will be upon the Closing valid, binding and in full force and effect in accordance with its terms. There is not, and upon the Closing there will not be, any Cure Amount due with respect to any Assumed Contract. For the avoidance of doubt, after the Closing, the Seller may assume or reject any executory contracts and unexpired leases not on the Assumed Contract List in the Seller's discretion.

3.11. Intellectual Property. Schedule 3.11(a) sets forth a true and complete list of (i) all Intellectual Property that is owned, or purported to be owned, by the Seller ("Seller-Owned IP"), (ii) all executory contracts pursuant to which any Seller obtains the right to use any Intellectual Property, and (iii) all material contracts pursuant to which any Seller grants to any other Person the right to use any Intellectual Property. The Seller owns all Seller-Owned IP, free and clear of all Liens (except for Permitted Liens), and all such Intellectual Property is valid, subsisting and, enforceable, and is not subject to any outstanding Decree adversely affecting the Seller's use thereof or rights thereto, nor are any rights granted to, or held by, any Governmental Entity with

respect to such Seller-Owned IP except as set forth on Schedule 3.11(b). To the Seller's Knowledge and except as set forth on Schedule 3.11(c), none of the use of the Intellectual Property included in the Purchased Assets, the conduct of the Business as currently conducted, nor any of the products sold or services provided by the Seller or any of its Affiliates in connection therewith, infringes upon or otherwise violates the Intellectual Property of any other Person. To the Seller's Knowledge, no third party is infringing any Intellectual Property owned by the Seller and included in the Purchased Assets, except as would not reasonably be expected to have a Material Adverse Effect. Seller and Buyer agree to cooperate in good faith both prior to and, to the extent necessary, after the Closing to perform such ongoing diligence or corrective filings as may reasonably be required by Buyer.

3.12. Real Property. The Seller does not own any real property (other than to the extent that the Hangars may be considered "real property" under applicable state law).

3.13. Purchased Inventory. No Inventory that is Purchased Inventory is damaged in any way or subject to a current or past product recall, except for any such damage or any such recall which would not be material to the Purchased Inventory taken as a whole. To the Seller's Knowledge, the Purchased Inventory is (a) in material compliance with United States federal and applicable state guidelines for such products as of the date hereof; and (b) in working condition or in a condition fit for sale and consumption in accordance with all applicable Laws, as the case may be.

3.14. Environmental Matters. Except as set forth in Schedule 3.14, (a) the Seller is, and has been during the prior two (2) years, in compliance in all material respects with all applicable Environmental Laws, which compliance has included obtaining and maintaining all permits, licenses and authorizations required under applicable Environmental Laws; (b) the Seller has not received during the prior two (2) years written notice from any Governmental Entity or third party regarding any actual or alleged violation of or Liability under Environmental Laws; (c) to the Seller's Knowledge, no Hazardous Substance has been released by the Seller at any current or former real property owned or leased in violation of any Environmental Law; and (d) the Seller has made available to the Buyer copies of all material environmental audits, assessments and reports in its possession relating to any actual or potential Liabilities under Environmental Laws with respect to any current or former real property leased or owned by the Seller.

3.15 Reserved.

3.16. No other Agreements to Purchase. Other than the Prior Transaction Agreement, the Seller has not entered into any agreement with any other Person (written or oral) which grants such third party the right or option to purchase or acquire from the Seller any Purchased Asset, other than purchase orders for Inventory accepted by the Seller in the Ordinary Course of Business.

3.17. Reserved.

ARTICLE IV

REPRESENTATIONS OF THE BUYER

To induce the Seller to enter this Agreement, the Buyer makes the following representations and warranties to the Seller (which representations and warranties shall survive the Closing), each of which shall be deemed to be independently material and relied upon by the Seller and the Court, regardless of any investigation made by, or information known to, the Seller.

4.1 Organization; Authorization. The Buyer is a Delaware corporation and, as such, has the necessary power and authority to enter and perform the transactions contemplated herein in accordance with the terms and conditions hereof, subject to entry of the New Sale Order, in form and substance acceptable to the Buyer. The execution and delivery of this Agreement, and the performance by the Buyer of its obligations contained herein, when approved by the Court, have been or will be duly authorized by all required corporate actions.

4.2 Enforceability. This Agreement and all other agreements of the Buyer contemplated hereby are or, upon the execution thereof and approval of the Court, will be the valid and binding obligations of the Buyer enforceable against it in accordance with their terms, subject to entry of the New Sale Order, in form and substance acceptable to the Buyer. Even if the Buyer assigns this Agreement to another party, as is its right to do, the Buyer remains liable to the Seller for all obligations that are required of the Buyer at Closing in the event that the Buyer's assignee fails to complete the transaction.

4.3 Conflicting Obligations. The execution and delivery of this Agreement do not, and the consummation of the sale and purchase of the Purchased Assets and the Business contemplated hereby will not:

- (a) conflict with or violate any provisions of the organization of any entity formed by the Buyer; or,

- (b) conflict with or violate any provisions of, or result in the maturation or acceleration of, any obligations under any contract, agreement, instrument, document, lease, license, permit, indenture, or obligation, or any law, statute, ordinance, rule, regulation, code, guideline, order, arbitration award, judgment, or decree, to which the Buyer is subject or to which the Buyer is a party.

4.4 Litigation. There is no litigation, claim, proceeding, or investigation pending, or to the Buyer's knowledge, threatened against the Buyer relating to the Buyer's ability to perform its obligations under this Agreement.

ARTICLE V

OTHER COVENANTS, CONTINGENCIES, RISK OF LOSS AND EMPLOYMENT

5.1 New Sale Order.

- (a) The New Sale Order must be approved by Buyer, in its sole and absolute discretion.
- (b) Following entry of the New Sale Order by the Court, in the event of any conflict between this Agreement and the New Sale Order, the New Sale Order will control.
- (c) The New Sale Order shall provide, *inter alia*, that the Buyer is acquiring the Purchased Assets, free and clear of all Liens.
- (d) The Seller and the Buyer agree, and the New Sale Order shall reflect the fact that, the provisions of this Agreement are reasonable, were a material inducement to the Buyer to enter into this Agreement and are designed to achieve the highest and best offer for the Purchased Assets.

5.2 Risk of Loss. The risk of loss or damage to the Purchased Assets to be sold hereunder due to fire, theft, or other casualty shall be upon the Seller at all times prior to the Closing Date. In the event of loss or damage to any of the Purchased Assets due to fire, theft, or other casualty while the risk of such loss or damage is on the Seller, the Buyer shall be entitled to terminate this Agreement upon written notice to the Seller, and the obligations of the parties shall thereupon be discharged. The rights conferred

upon the Buyer in this Section 5.2 shall constitute the Buyer's sole remedy in the event that such loss or damage occurs while the risk thereof is on the Seller.

5.3 Employment of Seller's Employees. Nothing in this Agreement, express or implied, requires Buyer to employ, or offer to employ, any Former Employee or Current Employee for any period, or to confer upon any such Former Employee or Current Employee or their eligible dependents any right, benefit, or remedy of any nature whatsoever, including any right to a particular term or condition of employment. Notwithstanding anything to the foregoing, nothing in this Section 5.3 shall preclude Buyer, at its sole discretion, from soliciting for employment or hiring any Former Employee, Current Employee or any former or current contractor or consultant of Seller.

5.4 Reserved.

5.5 Timing/Expiration of this Agreement. Once executed, subject to the rights of Buyer set forth in Section 8.1, this Agreement shall remain binding and enforceable in accordance with its terms against Buyer through the process of seeking and procuring approval of the Court for Seller to convey the assets to be conveyed hereunder, unless otherwise terminated as set forth in this Agreement.

5.6 Bankruptcy Actions.

- (a) The Seller shall file the New Sale Motion on or before June 1, 2021.
- (b) The Seller will provide the Buyer, with at least two (2) business days to review and comment prior to submission, all motions, applications, and supporting papers relating to the Contemplated Transactions prepared by the Seller prior to the filing thereof in the Chapter 11 Case. Subject to Section 5.1(a), all motions, applications, and supporting papers prepared by the Seller and relating to the Contemplated Transactions to be filed on behalf of the Seller after the date hereof must be approved in form and substance by the Buyer, which approval shall not be unreasonably withheld or delayed.
- (c) Each of the Buyer and the Seller shall continue to act in good faith and without any improper conduct, including collusion or fraud of any kind.
- (d) Each of the Buyer and the Seller will promptly take such actions as are reasonably requested by the other party to assist in obtaining entry of the New Sale Order, including furnishing affidavits or other documents

or information for filing with the Court for purposes, among others, of providing necessary assurances of performance by Seller of its obligations under this Agreement and demonstrating that the Buyer is a good faith buyer under Section 363(m) of the Code.

- (e) The Seller shall use commercially reasonable efforts to provide appropriate notice of the hearing on the New Sale Motion to all Persons entitled to notice, including, but not limited to, the Prior Proposed Purchaser and DIP Lender, all Persons that have asserted Liens in the Purchased Assets or who Seller knows may reasonably assert any such Lien, including without limitation all Other Secured Parties, all parties to the executory contracts and unexpired leases, and all Taxing authorities in jurisdictions applicable to the Seller and as otherwise required by the Code.
- (f) The Seller shall serve a cure notice by first class mail on all non-debtor counterparties to all executory contracts and unexpired leases as required by the New Sale Order and provide a copy of the same to the Buyer.

5.7 Conduct of Business. Until the earlier of the termination of this Agreement and the Closing, except with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed):

- (a) Reserved.
- (b) the Seller shall use commercially reasonable efforts to maintain, preserve and protect all of the Purchased Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the Ordinary Course of Business and shall maintain insurance coverage with financially responsible insurance companies substantially similar in all material respects to the insurance coverage maintained by the Business and the Seller on the Petition Date;
- (c) the Seller shall use commercially reasonable efforts not to take, or agree to or commit to assist any other Person in taking, any action (i) that would reasonably be expected to result in a failure of any of the conditions to the Closing or (ii) that would reasonably be expected to impair the ability of

the Seller or the Buyer to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

- (d) except as permitted by this Agreement or as required by applicable Bankruptcy law, the Seller shall not, directly, or indirectly, sell or otherwise transfer or dispose, or offer, agree, or commit (in writing or otherwise) to sell or otherwise transfer or dispose of any of the Purchased Assets other than in the Ordinary Course of Business;
- (e) the Seller shall not, directly, or indirectly, permit, offer, agree, or commit to permit, any of the Purchased Assets to become subject, directly, or indirectly, to any Lien or Claim except for Permitted Liens;
- (f) the Seller shall not assume, reject, or assign any executory contract or unexpired lease that may become an Assumed Contract other than through the assumption and assignment of the Assumed Contracts, as contemplated by this Agreement, to the Buyer;
- (g) the Seller shall not enter new executory contracts or leases or amend or modify any executory contracts or unexpired leases, or amend, modify, extend, renew, or terminate any lease, nor enter any new lease, in each case other than in the Ordinary Course of Business;
- (h) the Seller shall not remove or permit to be removed from any building, facility, or real property any Purchased Asset or any Purchased Inventory (other than the sale of Inventory in the Ordinary Course of Business);
- (i) the Seller shall make all post-petition payments related to any executory contracts and unexpired leases to be assumed and assigned to the Buyer (other than Cure Amounts) that become or became due or payable pursuant to the terms thereof;
- (j) the Seller shall comply in all material respects with all material Laws applicable to them or having jurisdiction over the Business or any Purchased Asset; and
- (k) the Seller shall not, directly, or indirectly, cancel, forgive, or compromise any material debt or claim or waive or release any material right of the Seller, in each case that constitutes a Purchased Asset.

Nothing contained in this Agreement is intended to give the Buyer or its Affiliates, directly or indirectly, the right to control or direct the business of the Seller prior to the Closing.

5.8. Notice of Developments. From the date hereof until the Closing Date, the Seller shall promptly disclose to the Buyer, on the one hand, and the Buyer shall promptly disclose to the Seller, on the other hand, in writing (in the form of an update to the Schedules, if applicable) after attaining knowledge (as applicable to each of the Seller and Buyer) of any real or alleged failure of any of the Seller or the Buyer to comply with or satisfy any of their respective covenants, conditions or agreements to be complied with or satisfied by it under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 5.8 shall not limit or otherwise affect the remedies available to the party receiving such notice under this Agreement if such party objects to the disclosures contained in such notice within five (5) days of receipt of such notice.

5.9. Access. Upon reasonable advance written request by the Buyer, the Seller shall permit the Buyer and its Representatives to have reasonable access to, and make reasonable investigation of, during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Seller, to all of the books and records, premises, properties, personnel, Records, Contracts, businesses, assets, accountants, auditors, counsel and operations of the Seller related to the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. The Seller shall cause its officers, employees, consultants, agents, accountants, attorneys, and other representatives to cooperate with the Buyer and its Representatives in connection with such investigation and examination, and the Buyer and its Representatives shall cooperate with the Seller and its Representatives and shall use their reasonable efforts to minimize any disruption to the Business.

5.10. Bulk Transfer Laws. The Buyer acknowledges that the Seller will not comply with the provisions of any bulk transfer Laws of any jurisdiction in connection with the Contemplated Transactions, and hereby waives all claims related to the noncompliance therewith. The Parties intend that pursuant to Section 363(f) of the Code, the transfer of the Purchased Assets shall be free and clear of any Liens, and the Parties shall take such steps as may be necessary or appropriate to so provide in the New Sale Order.

5.11 Release of Claims. Notwithstanding anything contained herein to the contrary, effective as of the Closing, (i) the Seller shall deliver to the Buyer, irrevocable and unconditional releases of any and all claims, actions, refunds, causes of action, choses in action, actions, suits or proceedings, rights of recovery, rights of setoff, rights of recoupment, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against the Buyer and its respective current and former officers, directors, stockholders, employees, agents, representatives, attorneys, investors, parents, predecessors, subsidiaries, successors, assigns, and affiliates, each of the foregoing in their capacity as such (individually and collectively, the "Buyer Released Parties"), ~~from all actions~~, causes of action, damages, claims, and demands whatsoever, in law or in equity, known or unknown, contingent or liquidated, whether direct claims or for indemnification or contribution, that the Seller ever had, now have, or may have against Buyer Released Parties in connection with any event, conduct or circumstance occurring prior to the Closing; and (ii) the Buyer shall, deliver full, irrevocable and unconditional releases of any and all claims, actions, refunds, causes of action, choses in action, actions, suits or proceedings, rights of recovery, rights of setoff, rights of recoupment, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against the Seller and its current and former officers, directors, stockholders, employees, agents, representatives, attorneys, investors, parents, predecessors, subsidiaries, successors, assigns, and affiliates, each of the foregoing in their capacity as such (individually and collectively, the "Seller Released Parties"), from all actions, causes of action, damages, claims, and demands whatsoever, in law or in equity, known or unknown, contingent or liquidated, whether direct claims or for indemnification or contribution, that the Buyer ever had, now have, or may have against Seller Released Parties in connection with any event, conduct or circumstance occurring prior to the Closing, other than claims against a Party under this Agreement and the other agreements or instruments being executed and delivered pursuant to the terms hereof to give effect to the Contemplated Transactions.

ARTICLE VI DEFINITIONS

6.1 Certain Defined Terms. In addition to terms defined throughout this Agreement, as used in this Agreement, the following terms shall have the meanings specified in this Section 6.1, unless the context otherwise requires:

- (a) "Accounts Receivable" means (a) all accounts, accounts receivable, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel

paper, and vendor and supplier rebates of the Seller in connection with the Business as conducted by the Seller and (b) any security interest, claim, remedy or other right related to any of the foregoing. Except, Seller will retain the AON D&O premium refund upon cancellation of the existing D&O policy at closing.

- (b) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means, when used with reference to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.
- (c) "Agreement" means this Asset Purchase Agreement, together with all Exhibits and Schedules hereto, as amended, restated, supplemented, or otherwise modified from time to time (including changes made pursuant to court order) in accordance with the terms hereof.
- (d) "Assignment, Assumption and Bill of Sale" has the meaning set forth in Section 2.4(a).
- (e) "Assumed Contract List" has the meaning set forth in Section 2.3(a).
- (f) "Assumed Contracts" means those executory contracts and unexpired leases that have been assumed by the Seller and assigned to the Buyer pursuant to this Agreement and Section 365 of the Code.
- (g) "Assumed Liabilities" has the meaning set forth in Section 1.3.
- (h) "Business" has the meaning set forth in the recitals to this Agreement.
- (i) "Buyer" means General Atomics Aeronautical Systems, Inc. or its permitted successors, designees, and assigns, as set forth in the first paragraph to this Agreement.
- (j) "Buyer Released Parties" has the meaning set forth in Section 5.11.
- (k) "CFIUS" means the Committee on Foreign Investment in the United States.
- (l) "Chapter 11 Case" has the meaning set forth in the recitals.

- (m) "Claim" means a "claim" as defined in Section 101(5) of the Code, whether arising before or after the Petition Date.
- (n) "Closing" has the meaning set forth in Section 2.1.
- (o) "Closing Date" has the meaning set forth in Section 2.1.
- (p) "Code" means the United States Bankruptcy Code and its constituent parts, located at 11 U.S.C. Sections 101, *et seq.*, and the Federal Rules of Bankruptcy Procedure, as may be applicable.
- (q) "Contemplated Transactions" means the sale by the Seller to the Buyer, and the purchase by the Buyer from the Seller, of the Purchased Assets and the assumption by the Buyer of the Assumed Liabilities pursuant to the terms and subject to the conditions of this Agreement.
- (r) "Court" means the United State Bankruptcy Court for the Western District of Wisconsin, as set forth in the recitals.
- (s) "Cure Amount" means the cure amounts, if any, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults under any executory contract or unexpired lease on the Assumed Contract List, in each case as of the Petition Date and to the extent required by Section 365(b)(1)(A) and (B) of the Code and any Decree of the Court.
- (t) Reserved
- (u) "Current Employees" means all individuals employed by the Seller as of the day before the Closing Date, whether active or not (including those on short-term disability, leave of absence, paid or unpaid, or long-term disability).
- (v) "Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order, or any other order of any Governmental Entity.
- (w) "Deposit" has the meaning set forth in Section 2.2(a).
- (x) "DIP Lender" means the Prior Proposed Purchaser, in its capacity as the entity agreeing to provide a debtor-in-possession loan facility to Seller pursuant to the DIP Order.
- (y) "DIP Liens" has the meaning set forth in the DIP Order.

(z) "DIP Obligations" has the meaning set forth in the DIP Order.

(aa) "DIP Order" means the Court's *Final Order: (I) Authorizing the Debtor to Use Cash Collateral; (II) Authorizing the Debtor to Obtain Senior Secured Post-petition (DIP) Financing; (III) Granting Liens and Superpriority Administrative Claim Status to the DIP Lender; (IV) Granting Adequate Protection to the Prepetition Secured Parties; and*

(V) Granting Related Relief, dated September 8, 2020 [Docket No. 124], including any prior iterations thereof, and as the same shall have been or in the future may be modified, supplemented, or amended.

(bb) "Employee Benefit Plan" means: (a) any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), (b) employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, program, policy, agreement or arrangement and, (c) any other benefit or compensation plan, program, agreement or arrangement of any kind, providing for compensation, bonuses, profit-sharing, or other forms of incentive or deferred compensation, vacation benefits, insurance, medical, dental, vision, prescription or fringe benefits, life insurance, disability or sick leave benefits or post-employment or retirement benefits, in each case, maintained or contributed to by the Seller or in which the Seller participates or participated and that provides benefits to any Current Employee or Former Employee.

(cc) "Environmental Laws" means all applicable Laws concerning pollution or protection of the environment, human health and safety, and natural resources.

(dd) "Equipment" has the meaning set forth in Section 1.2(b).

(ee) "Equipment Finance Lenders" means First National Community Bank, Wisconsin Economic Development Corporation, and US Bank Equipment Finance.

(ff) "Excluded Assets" has the meaning set forth in Section 1.2.

(gg) "Excluded Liabilities" has the meaning set forth in Section 1.4.

(hh) "Financial Statements" has the meaning set forth in Section 3.15.

(ii) "Former Employee" means all individuals who have been employed by the Seller who are not Current Employees.

- (jj) "GAAP" means United States generally accepted accounting principles as in effect from time to time.
- (kk) "Governmental Entity" means any United States federal, state, or local or non-United States governmental or regulatory authority, agency, commission, court, body, or other governmental entity.
- (ll) "Hangars" means two airplane hangars and the associated ground leases related thereto, all as more particularly described on Schedule 1.2(k).
- (mm) "Hazardous Substance" means any toxic or hazardous material, substance, or waste as to which Liability or standards of conduct may be imposed under any Environmental Laws.
- (nn) "Intellectual Property" means, all intellectual property, including, without limitation:
 - i. inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
 - ii. trademarks, service marks, trade dress, logos, trade names, brand names, corporate names, and other electronic communication identifications, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
 - iii. copyrightable works, copyrights, and applications, registrations, and renewals in connection therewith;
 - iv. trade secrets and confidential business information (including ideas, research, and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals);
 - v. all computer software (including data and related documentation);

- vi. all other intellectual proprietary rights; and,
 - vii. all copies and tangible embodiments thereof (in whatever form or medium).
- (oo) "Inventories" has the meaning set forth in Section 1.2 (a).
- (pp) "IRC" means the United States Internal Revenue Code of 1986, as amended.
- (qq) "Knowledge" means, with respect to any party, the actual knowledge of such party after reasonable inquiry and, if such party fails to make such inquiry, shall include the constructive knowledge of such facts as would have been learned had such reasonable inquiry been made.
- (rr) "Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity, or court of competent jurisdiction, or other legal requirement or rule of law, including applicable building, zoning, subdivision, health and safety and other land use Laws.
- (ss) "Liability" or "Liabilities" means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including, without limitation, any liability for Taxes in existence as of the Closing.
- (tt) "Lien" means any lien (as defined in section 101(37) of the Code), encumbrance, claim (as defined in section 101(5) of the Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, hypothecations, easements, rights of way, encroachments, and conditional sale or other title retention agreements, or other security interest of any kind, including but not limited to the DIP Liens, the DIP Obligations, any liens asserted by any of the Equipment Finance Lenders, and any liens asserted by the Other Secured Parties.
- (uu) "Material Adverse Effect" means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects, developments, conditions, circumstances or

occurrences), that (a) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchased Assets (taken as a whole); provided, however, that no change, event, effect, development, condition, circumstance or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) any effect resulting from the filing, announcement, or pendency of the Chapter 11 Case, including (1) the Seller's inability to pay certain prepetition obligations as a result of the commencement of the Chapter 11 Case, (2) any Decree of the Court, (3) any action or omission of the Seller taken or not taken in order to avoid violation of any Decree or objections of the Court, or (4) any other effect, directly or indirectly, related thereto; (ii) acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the date of this Agreement, except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) changes in conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates, except to the extent that such change has a materially disproportionate adverse effect on Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) resulting from any act of God or other force majeure event (including natural disasters); (v) changes in Law or in GAAP or interpretations thereof; (vi) any actions taken by the Buyer or any of its Affiliates (other than those expressly permitted to be taken hereunder); (vii) inaction by the Seller due to the Buyer's refusal to consent to a request for consent by the Seller under Section 5.3; or (viii) the negotiation, announcement or pendency of this Agreement or the consummation of the sale and assumption contemplated hereby or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of the Seller to consummate the Contemplated Transactions on the terms set forth herein and therein.

- (vv) "New Sale Motion" means a motion filed by the Seller with the Court in connection with the Chapter 11 Case requesting the entry of the New Sale Order.
- (ww) "New Sale Order" means an order of the Court entered in the Chapter 11 Case consistent with the terms and conditions of this Agreement, vacating the Prior Sale Order, approving the New Sale Motion and sale to the Buyer consistent

with the terms and conditions of this Agreement, in substantially the form attached hereto as Exhibit C.

- (xx) "Ordinary Course of Business" means the ordinary and usual course of business of the Seller taken as a whole consistent with past custom and practice and considering the commencement of the Chapter 11 Case and the Seller's current distressed financial condition.
- (yy) "Other Secured Parties" means Alite GmbH, Bayban, Bill Lawson, Brose Revocable Trust, Claire Johnson, CVAIN #8 LLC, Daniel Dusich, Douglas Larson, Eleven Grand, LLC formerly Holly & Thomas LLC, Peter Fong and Ning Liu (Joel Hall, Gary and Sue Roberts, Gregg Stone, Horace Whitney Boggs III, James Rice, John Grady, Larry and Jane Weber, Larry and Jane Weber (Joel Hall), Tobriner Family Trust, Marcus Taylor Trust, Michael and Monika Fuchs, Rodney Green, Saleh Obaid, Windecker-Tong Liao, Windecker GA Power, LLC. Xin Zhu and Feng Liu,
- (zz) "Outside Date" means July 15, 2021.
- (aaa) "Permits" has the meaning set forth in Section 1.2(f).
- (bbb) "Permitted Liens" means (a) Liens for Taxes which are (i) being contested in good faith by appropriate proceedings or (ii) not due and payable as of the Closing Date and which shall be prorated or otherwise released at Closing, and, in each case of clauses (i) and (ii), for which adequate reserves have been made on the Financial Statements in accordance with GAAP and which shall be prorated or otherwise released at Closing; (b) mechanics liens and similar liens for labor, materials or supplies provided with respect to real property incurred in the Ordinary Course of Business which are being contested in good faith by appropriate proceedings for which adequate reserves have been made on the Financial Statements in accordance with GAAP and which shall be prorated or otherwise released at Closing; (c) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business, except where any such violation would not, individually or in the aggregate, materially impair the use, operation or transfer of the affected property or the conduct of the Business thereon as it is currently being conducted; (d) easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other

encroachments and title and survey defects that do not or would not materially impair value or the use or occupancy of such real property or materially interfere with the operation of the Business at such real property; (e) with respect to leasehold improvements, any reversion or similar rights to the landlord or other third party upon expiration or termination of the applicable lease; (f) any Liens associated with or arising in connection with any Assumed Liabilities; and, (g) Liens that will be released or removed by operation of the New Sale Order.

- (ccc) "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.
- (ddd) "Petition Date" means the date of the filing of the Chapter 11 Case.
- (eee) "Plan" means a plan of reorganization or liquidation proposed by the Seller.
- (fff) "Prior Proposed Purchaser" means EPS Engineered Propulsion Systems, Inc., a Delaware corporation, as set forth in the recitals.
- (ggg) "Prior Proposed Transaction" has the meaning set forth in the recitals.
- (hhh) "Prior Sale Order" has the meaning set forth in the recitals.
- (iii) "Purchased Assets" has the meaning set forth in Section 1.2.
- (jjj) "Purchased Inventory" means Inventory that is part of the Purchased Assets.
- (kkk) "Purchase Price" has the meaning set forth in Section 2.2.
- (III) "Purchase Price Cushion" means (i) \$50,000, if the Closing occurs on or before June 30, 2021, and (ii) \$60,000, if the Closing occurs between July 1 and July 15, 2021.
- (mmm) "Records" means books of account, ledgers, forms, records, documents, files, invoices, vendor or supplier lists, plans and other data which are necessary to or desirable for the ownership, use, maintenance or operation of the Business and which are owned or used by any Seller, including, without limitation, all blueprints and specifications, all manuals, all confidentiality and non-disclosure agreements and records, all invention disclosures and documentation relating to Seller's Intellectual Property, all environmental

control records, environmental impact reports, statements, studies and related documents, handbooks, technical manuals and data, engineering specifications and work papers, all pricing and cost information, all sales records, all accounting and financial records, all sales and use tax returns, reports, files and records, asset history records and files, all data entry and accounting systems used to conduct the day-to-day operations of the Business, all maintenance and repair records, all correspondence, notices, citations and all other documents received from, sent to or in the Seller's possession in connection with any governmental authority (including, without limitation, federal, state, county or regional environmental protection, air or water quality control, occupational health and safety, land use, planning or zoning and any alcohol, beverage or fire prevention authorities).

- (nnn) "Representative" means a Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents.
- (ooo) "Sale Hearing" means the hearing conducted in the Court to seek approval of the New Sale Motion and the Contemplated Transactions.
- (ppp) "Seller" means Engineered Propulsion Systems, Inc., a Delaware corporation, as set forth in the first paragraph to this Agreement.
- (qqq) "Seller-Owned IP" has the meaning set forth in Section 3.11.
- (rrr) "Seller Released Parties" has the meaning set forth in Section 5.11.
- (sss) "Tax" or "Taxes" means any United States federal, state or local or non-United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, ad valorem, escheat, sales, use, liquor, cigarette, transfer, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever (however denominated), whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether or not disputed.
- (ttt) "Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(uuu) "Termination Event" has the meaning set forth in Section 8.1.

(vvv) "Work-in-Progress" has the meaning set forth in Section 1.2(d).

6.2 Interpretation. Unless otherwise expressly provided or unless the context requires otherwise:

- (a) all references in this Agreement to Articles, Sections, Schedules, and Exhibits shall mean and refer to Articles, Sections, Schedules, and Exhibits of this Agreement;
- (b) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations;
- (c) words using the singular or plural number also shall include the plural and singular number, respectively;
- (d) references to "hereof," "herein," "hereby" and similar terms shall refer to this entire Agreement (including the Schedules and Exhibits hereto); and,
- (e) references to any Person shall be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Governmental Authority, Persons succeeding to the relevant functions of such Person).

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions to the Buyer's Obligations. Subject to Section 7.3, the Buyer's obligation to consummate the Contemplated Transactions in connection with the Closing is subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Seller and the Buyer in whole or in part to the extent permitted by applicable Law):

- (a) as of the date hereof and as of the Closing (in each case, except to the extent: (1) for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date, (2) subject to any update to the schedules), (i) each representation or warranty contained in Sections 3.1, 3.2 or 3.3 hereof shall be true and correct in all respects other than *de minimis* exceptions, and, (ii) each other

representation or warranty set forth in Article III shall be true and correct in all material respects; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

- (b) the Seller shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and the Seller shall have caused the documents and instruments required by Section 2.4 to be delivered to the Buyer (or tendered subject only to Closing);
- (c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;
- (d) reserved;
- (e) the New Sale Order shall (i) shall have been entered by the Court, (ii) shall not be subject to a stay pending appeal and (iii) shall not have been reversed, stayed, vacated, or otherwise modified by a court of competent jurisdiction;
- (f) reserved;
- (g) from the date of this Agreement until the Closing Date, there shall not have occurred and be continuing any Material Adverse Effect; and
- (h) the Buyer shall have received all of the deliverables pursuant to Section 2.4.

7.2 Conditions to Seller's Obligations. Subject to Section 7.3, the Seller's obligation to consummate the Contemplated Transactions in connection with the Closing are subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Seller and the Buyer in whole or in part to the extent permitted by applicable Law):

- (a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or

warranty contained in Sections 4.1, 4.2, or 4.3 shall be true and correct in all respects other than *de minimis* exceptions, and, (ii) each other representation or warranty set forth in Article IV shall be true and correct in all material respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the Contemplated Transactions; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

- (b) the Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and the Buyer shall have caused the documents, instruments and payments required by Section 2.5 to be delivered to the Seller (or tendered subject only to Closing);
- (c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;
- (d) the New Sale Order shall (i) shall have been entered by the Court, (ii) shall not be subject to a stay pending appeal and (iii) shall not have been reversed, stayed, vacated, or otherwise modified by a court of competent jurisdiction;
- (e) the Seller shall have received all the deliverables pursuant to Sections 2.2(b) and 2.5.

7.3 No Frustration of Closing Conditions. Neither the Buyer nor the Seller may rely on the failure of any condition to its obligation to consummate the Contemplated Transactions set forth in Section 7.1 or 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use its commercially reasonable efforts with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the Contemplated Transactions or other breach of a representation, warranty or covenant hereunder.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing.

ARTICLE VIII TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated in accordance with this Article VIII and the Contemplated Transactions abandoned at any time prior to the Closing (each a "Termination Event"):

- (a) by the mutual written consent of the Buyer, on the one hand, and the Seller, on the other hand;
- (b) by written notice of either the Buyer or the Seller, if there shall be any Law that makes consummation of the Contemplated Transactions illegal or otherwise prohibited, or upon the issuance by any Governmental Entity of an Decree restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions or declaring unlawful the Contemplated Transactions, and such Decree having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Decree was caused by the breach or action or inaction of such Party;
- (c) by written notice of either the Buyer or the Seller, if the Closing shall not have occurred on or before the Outside Date;
- (d) by written notice of the Buyer to the Seller, if the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Chapter 11 Case;
- (e) by the Buyer, (i) if the Seller has not filed the New Sale Motion on or before June 1, 2021, (ii) if the Court has not entered the New Sale Order on or before June 30, 2021, or (iii) if the New Sales Order is reversed, stayed, vacated or otherwise modified by a court of competent jurisdiction following the entry of the New Sale Order..
- (f) by the Buyer by giving written notice to the Seller at any time prior to the Closing (i) in the event the Seller has breached any representation,

warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.1(a) and 7.1(b) hereof, as the case may be, would not then be satisfied at the time of such breach, the Buyer has notified the Seller of the breach, and the breach has continued without cure until the earlier of (i) five (5) days prior to the Outside Date so long as all other conditions of the Buyer have been satisfied or, (ii) thirty (30) days after the notice of the breach, in each case, unless such failure shall be due to the failure of the Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to the Closing, and such condition is not waived by the Buyer;

- (g) by the Seller by giving written notice to the Buyer at any time prior to Closing in the event the Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.2(a) and 7.2(b) hereof, as the case may be, would not then be satisfied at the time of such breach, the Seller has notified the Buyer of the breach, and the breach has continued without cure until the earlier of (i) five (5) days prior to the Outside Date so long as all other conditions of the Seller have been satisfied or, (ii) thirty (30) days after the notice of the breach, in each case, unless such failure shall be due to the failure of the Seller to perform or comply with any of the covenants hereof to be performed or complied with by it prior to the Closing, and such condition is not waived by the Seller;
- (h) by the Buyer if any secured creditor of the Seller obtains relief from the stay to foreclose on a material portion of the Purchased Assets;
- (i) by the Buyer if any Affiliates of the Seller that, directly or indirectly through one or more intermediaries, controls the Seller, files for relief pursuant to the Code; and
- (j) by the Buyer if, the Buyer becomes aware of any matter as a result of its due diligence investigation (including by way of information delivered or made available by the Seller hereunder or on a Schedule hereto or any update to a Schedule) that the Buyer determines is unacceptable in its sole discretion;

Notwithstanding anything to the contrary contained herein, a Party shall not be permitted to terminate this Agreement pursuant to this Article VIII if the applicable

Termination Event was caused by the breach of such Party or such Party's gross negligence, willful misconduct, or bad faith.

8.2 Procedure Upon Termination. In the event of termination and abandonment by the Buyer, on the one hand, or the Seller, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate and the Contemplated Transactions shall be abandoned, without further action by the Buyer or the Seller.

8.3 Effect of Termination. In the event that this Agreement is validly terminated pursuant to a right of termination as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to the Buyer or the Seller; provided, however, that Section 8.1, Section 8.2, this Section 8.3, Article IX shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any Party hereto of any Liability for any breach of this Agreement by such Party.

ARTICLE IX MISCELLANEOUS

9.1 Survival of Representations and Warranties. All the representations and warranties of the parties contained in this Agreement shall survive the Closing hereunder.

9.2 Benefit and Assignment. This Agreement, once approved by the Court, shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assignees, and beneficiaries in interest, including any trustee appointed by the Court in the Chapter 11 Case, or, in the event of the conversion of the Chapter 11 Case to a case under Chapter 7, upon any trustee appointed in such Chapter 7 case; provided, however, that this Agreement may not be assigned by the Seller without the prior written consent of the Buyer. The Buyer may assign the Buyer's rights and obligations to one or more entities, so long as any such assignee is duly authorized and qualified to enter, perform, and complete the transactions contemplated by this Agreement, and subject to the provisions contained in Section 4.2.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (regardless of such State's conflict of laws principles), and the order of the Court that approved the sale, and without reference to any rules of construction regarding the party responsible for the

drafting hereof. Jurisdiction and venue over this sale shall initially vest in the Court that approved the sale.

9.4 Expenses. All expenses incurred in connection with this Agreement, or the transactions herein provided for shall be paid by the party incurring such expenses and costs and shall not constitute a charge or expense of the other party.

9.5 Notices. All notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party at the earlier of:

- (a) when actually delivered to such party, or,
- (b) when mailed to such party by registered or certified U.S. Mail (return receipt requested), or,
- (c) sent by overnight courier, confirmed by receipt, and addressed to such party at the address designated below for such party (or to such other address for such party as such party may have substituted by notice pursuant to this Section 9.5), or,
- (d) when conveyed by facsimile:
 - i. If to the Buyer: General Atomics Aeronautical Systems, Inc.
Attn: General Counsel
3550 General Atomics Court
San Diego, CA 92121
Facsimile: (858) 455-3213
 - ii. With a copy to: Patterson Belknap Webb & Tyler LLP
Attn: Daniel A. Lowenthal
1133 Avenue of the Americas
New York, NY 10036
Facsimile: (212) 336-1253
E-Mail: dalowenthal@pbwt.com
 - iii. If to the Seller: Engineered Propulsion Systems, Inc.
Attn: Michael Fuchs, President
625 W. Hangar Rd, Hangar 11-18
New Richmond, WI 54017
E-mail: Michael.Fuchs@eps.aero

iv. With a copy to: Steinhilber Swanson LLP
Attn: Attorney James D. Sweet
122 West Washington Ave., Ste. 850
Madison, WI 53703-2732
E-Mail: jsweet@steinhilberswanson.com
vgeorge@steinhilberswanson.com

9.6 Counterparts; Execution. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. Signatures of the parties may be conveyed via facsimile or e-mail and in one or more counterparts and all such facsimile or e-mail counterparts taken together shall constitute one and the same instrument, with the same effect as the delivery of an original.

9.7 Headings. All Section headings herein are inserted for convenience and reference only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

9.8 Amendment, Modification and Waiver. This Agreement may not be modified, amended, or supplemented except by mutual written agreement of all the parties hereto. Any party may waive in writing any term, notice, time, or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition. Each amendment, modification, supplement, or waiver shall be made in writing signed by the party or the parties to be charged. It is specifically understood by the parties that the process of developing the Schedules and Exhibits hereto is ongoing at the execution of this Agreement. Within five (5) days prior to the Closing, the parties shall update, revise, and finalize such Schedules and Exhibits.

9.9 Incorporation of Schedules and Exhibits. The schedules, appendices and exhibits to this Agreement, the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement so long as the economic or legal substance of the Contemplated Transactions is not

affected in a manner adverse to any Party. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties shall negotiate in good faith to find a suitable and equitable provision that shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Entire Agreement. This Agreement and the Exhibits and Schedules attached hereto (as updated, revised and finalized) represent the full and complete agreement of the parties with respect to the subject matter hereof and supersede and replace any prior understandings and agreements among the parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of such agreement unless signed and delivered to the other party by the parties to be charged.

9.12 Third-Party Beneficiaries. Except as provided herein, no third parties are intended to benefit from this Agreement, and no third-party beneficiary rights shall be implied from anything contained in this Agreement.

9.13 Cooperation. Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Purchased Assets and Assumed Liabilities from the Seller to the Buyer and to minimize the disruption to the Business resulting from the Contemplated Transactions.

9.14 Remedies. The Parties recognize that if a Party breaches or refuses to perform any of their covenants set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. The non-breaching Party shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of, or to enjoin the violation of, the terms of such covenants. If any Litigation is brought by the non-breaching Party to enforce such covenants, the breaching Party shall waive the defense that there is an adequate remedy at Law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any Litigation seeking specific performance of, or to enjoin the violation of, such covenants. The Parties agree that the only permitted objection that they may raise in response to any action for specific

performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

9.15 Further Assurances. In case at any time from and after the Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the New Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to the Buyer all of the Purchased Assets, to confirm the Buyer's assumption of the Assumed Liabilities and to confirm the Seller's retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 9.15, to the extent that either the Buyer or the Seller discovers any additional assets or properties which the parties mutually agree should have been transferred or assigned to the Buyer as Purchased Assets but were not so transferred or assigned, the Buyer and the Seller shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to the Buyer.

9.16 Insurance Policies. Other than as set forth above, upon Closing, the Seller shall use commercially reasonable efforts to cause the assignment of all rights of the Seller in and to all insurance coverage provided in relation to the Seller and the Purchased Assets that is maintained by the Seller or its Affiliates (whether such policies are maintained with third party insurers or with the Seller or its Affiliates) to the Buyer as soon as reasonably practicable (and in no event within forty-five (45) days following the Closing). To the extent that any current or prior Insurance Policy is not transferable to the Buyer at the Closing in accordance with the terms thereof, the Seller shall hold such Insurance Policy for the benefit of the Buyer, shall reasonably cooperate with the Buyer (at the Buyer's cost and expense) in pursuing any claims thereunder, and shall pay over to the Buyer promptly any insurance proceeds paid or recovered thereunder with respect to the Purchased Assets or the Assumed Liabilities. In the event the Buyer determines to purchase replacement coverage with respect to any such Insurance Policy, the Seller shall reasonably cooperate with the Buyer to terminate such Insurance Policy to the extent only applicable to the Purchased Assets, and the Seller shall, at the option of the Buyer, promptly pay over to the Buyer any refunded or returned insurance premiums received by the Seller in connection therewith (or, if applicable, the Buyer's pro rata portion thereof) or cause such premiums to be applied by the applicable carrier to the replacement coverage arranged by the Buyer.

9.17 Collection of Accounts Receivable.

(a) As of the Closing Date, the Seller hereby (i) authorizes the Buyer to open any and all mail addressed to the Seller relating to the Business or the Purchased Assets and delivered to the offices of the Business or otherwise to the Buyer if received on or after the Closing Date and (ii) appoints the Buyer or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by the Buyer after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by the Buyer after the Closing, as the case may be, made payable or endorsed to the Seller or the Seller's order, for the Buyer's own account.


(b) As of the Closing Date, the Seller agrees that any monies, checks or negotiable instruments received by the Seller after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by the Buyer after the Closing, as the case may be, shall be held in trust by the Seller for the Buyer's benefit and account, and promptly upon receipt by the Seller of any such payment (but in any event within five (5) business days of such receipt), the Seller shall pay over to the Buyer or its designee the amount of such payments. In addition, the Buyer agrees that, after the Closing, it shall hold and shall promptly transfer and deliver to the Seller, from time to time as and when received by the Buyer or its Affiliates, any cash, checks with appropriate endorsements, or other property that the Buyer or its Affiliates may receive on or after the Closing which properly belongs to the Seller hereunder, including any Excluded Assets.

(c) As of the Closing Date, the Buyer shall have the sole authority to bill and collect Accounts Receivable that are Purchased Assets and accounts receivable relating to work performed by the Buyer after the Closing.

9.18 Use of Name and Marks. Neither the Seller or any of its Affiliates shall use, license or permit any third party to use, any name, slogan, logo or trademark which is similar or deceptively similar to any of the names, trademarks or service marks included in the Intellectual Property included in the Purchased Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC., as the Buyer**

By: 
Kristopher George, Assistant Treasurer

**ENGINEERED PROPULSION SYSTEMS,
INC., as the Seller**


By: 
Michael Fuchs, President

EXHIBIT A

Assignment, Assumption and Bill of Sale

ASSIGNMENT, ASSUMPTION AND BILL OF SALE

THIS ASSIGNMENT, ASSUMPTION AND BILL OF SALE (this "**Agreement**"), effective as of June [•], 2021 (the "**Effective Date**"), is entered into by General Atomics Aeronautical Systems, Inc., (the "**Buyer**") and Engineered Propulsion Systems, Inc., (the "**Seller**").

WHEREAS, the Buyer and the Seller are parties to an Asset Purchase Agreement, dated as of June [•], 2021 (as amended) (the "**Purchase Agreement**"), pursuant to which, among other things, at the Closing (as such term is defined in the Purchase Agreement), (x) the Buyer agrees to purchase from the Seller, and the Seller agrees to sell to the Buyer, free and clear of any and all Liens other than Permitted Liens, all of the Purchased Assets and (y) the Buyer agrees to assume from the Seller, and the Seller agrees to assign and transfer to the Buyer all Assumed Contracts and all Assumed Liabilities, if any.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Agreement and not otherwise defined shall have the meanings specified in the Purchase Agreement.

2. **Bill of Sale/Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, terms and conditions set forth in the Purchase Agreement, the Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer and its successors and assigns forever all the Seller's right, title, and interest in and to the Purchased Assets and the Assumed Contracts.

3. **Assumption.** As of the Effective Date, the Buyer hereby accepts such assignment and assumes the Assumed Liabilities, if any, and Assumed Contracts and agrees to pay, perform, or discharge, as the case may be, when due or required to be performed or discharged, all the Seller's duties and obligations arising on account of the Assumed Liabilities, if any, and the Assumed Contracts.

4. **Further Assurances.** At any time and from time to time after the date of this Agreement, at the request of either party hereto and without further consideration, the other party hereto shall execute and deliver such other instruments of assignment, assumption and confirmation and take such other action as the

requesting party may reasonably request as necessary or desirable to more effectively transfer and assign to the Buyer the Purchased Assets and have the Buyer assume the Assumed Liabilities.

5. **Terms of the Purchase Agreement.** The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns of the parties hereto.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

8. **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto. No failure on the part of any party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

9. **Counterparts.** This Agreement may be executed by facsimile or electronic transmission in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC., as the Buyer**

By: _____

**ENGINEERED PROPULSION SYSTEMS,
INC., as the Seller**

By: _____

Michael Fuchs, President

Exhibit B-1

Assignment & Assumption of Hangar Lot Leases

ASSIGNMENT & ASSUMPTION OF HANGAR LOT LEASES

THIS ASSIGNMENT & ASSUMPTION OF HANGAR LOT LEASES (this "**Agreement**"), effective as of May [•], 2021 (the "**Effective Date**"), is entered into by General Atomics Aeronautical Systems, Inc., (the "**Buyer**") and Engineered Propulsion Systems, Inc., (the "**Seller**").

WHEREAS, the Buyer and the Seller are parties to an Asset Purchase Agreement, dated as of May [•], 2021 (as amended) (the "**Purchase Agreement**"), pursuant to which, among other things, at the Closing (as such term is defined in the Purchase Agreement), the Seller agrees to sell and assign to the Buyer, and the Buyer wishes to purchase and assume from the Seller, free and clear of any and all Liens other than Permitted Liens, all of Seller's right, title, and interest in, to, and under those certain Hanger Lot Leases listed on Exhibit A hereto (collectively, the "**Hanger Lot Leases**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Agreement and not otherwise defined shall have the meanings specified in the Purchase Agreement.

2. **Assignment.** Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer and its successors and assigns forever all the Seller's right, title, and interest in, to, and under the Hangar Lot Leases, free and clear of any and Liens other than Permitted Liens. Whenever Seller receives any notice or demand pursuant to the Lease, Seller shall agrees to promptly provide Tenant with a copy of such notice.

3. **Assumption.** As of the Effective Date, the Buyer hereby accepts such assignment and assumes the Hangar Lot Leases, if any, and agrees to pay, perform, or discharge, as the case may be, when due or required to be performed or discharged, all of the Seller's duties and obligations arising on account of the assumed Hangar Lot Leases, if any; provided Buyer is not assuming any debt, Liability, obligation, cost or expense arising out of, or relating to the Hangar Lot Leases, which arose prior to the Effective Date and Seller agrees to indemnify, defend and hold Buyer harmless from and against the same.

4. **Further Assurances.** At any time and from time to time after the date of this Agreement, at the request of Buyer and without further consideration, Seller shall execute and deliver such other instruments of assignment, assumption and

confirmation and take such other action as the requesting party may reasonably request as necessary or desirable to more effectively convey, transfer, assign, and vest in Buyer good and marketable Title to the Hangar Lot Leases free and clear or any and all Liens other than Permitted Liens.

5. **Terms of the Purchase Agreement.** The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns of the parties hereto.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

8. **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto. No failure on the part of any party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

9. **Counterparts.** This Agreement may be executed by facsimile or electronic transmission in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. **Representations and Warranties.** Seller hereby represents and warrants that: (a) the Leases attached as Exhibit C are true, correct, and complete copies of the Hangar Lot Leases, (c) the Hanger Lot Leases have not been amended or modified except as set forth in Exhibit B, and the Hanger Lot Leases are now in full force and effect; (b) neither Landlord nor Tenant is in default under the Hanger Lot Leases, nor has any event occurred which with the passage of time or the giving of notice or both, would constitute a breach or default by Landlord or Tenant under the terms of the Lease; (c) all rent has been paid in accordance with the terms of the Lease; and (d) Buyer, its successors and/or assignees shall have the right to exercise any options to extend granted to the Tenant under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC., as the Buyer**

By: _____

**ENGINEERED PROPULSION SYSTEMS,
INC., as the Seller**

By: _____

Michael Fuchs, President

This Agreement and assignment of lease consented to and accepted by _____ in his capacity as Airport Manager for the City of New Richmond.

By: _____

_____, _____

[ADD NOTARY BLOCKS]

EXHIBIT A

HANGAR LOT LEASES

1. Hangar Lot Lease, by and between City of New Richmond, as Lessor, and Engineered Propulsion Systems, Inc., as Lessee, dated 1/13/2017, for a parcel of land containing 14,400 square foot located at Lot 16, Row 11, New Richmond Municipal Airport, New Richmond, WI 54017 (and recorded 1/31/2017, as St. Croix County Document No. 1042803 St. Croix County).
2. Hangar Lot Lease, by and between City of New Richmond, as Lessor, and Engineered Propulsion Systems, Inc., as Lessee, dated 1/13/2017, for a parcel of land containing 14,400 square foot located at Lot 18, Row 11, New Richmond Municipal Airport, New Richmond, WI 54017 (and recorded 2/6/2017, as St. Croix County Document No. 1043146 St. Croix County).

Exhibit B-2

Hangar Bill of Sale and Assignment

HANGAR BILL OF SALE AND ASSIGNMENT

THIS HANGAR BILL OF SALE AND ASSIGNMENT (this "**Agreement**"), effective as of May [•], 2021 (the "**Effective Date**"), is entered into by General Atomics Aeronautical Systems, Inc., (the "**Buyer**") and Engineered Propulsion Systems, Inc., (the "**Seller**").

WHEREAS, the Buyer and the Seller are parties to an Asset Purchase Agreement, dated as of May [•], 2021 (as amended) (the "**Purchase Agreement**"), pursuant to which, among other things, at the Closing (as such term is defined in the Purchase Agreement), the Buyer agrees to purchase from the Seller, and the Seller agrees to sell to the Buyer, free and clear of any and all Liens other than Permitted Liens, all of Seller's right, title and interest in and to two airplane hangars (the "**Hangars**"), all as more particularly described on Exhibit A hereto;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Agreement and not otherwise defined shall have the meanings specified in the Purchase Agreement.

2. **Bill of Sale/Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, terms and conditions set forth in the Purchase Agreement, the Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, its successors and permitted assigns, all of Seller's right, title and interest in and to the Hangars free and clear of any and all Liens other than Permitted Liens. Buyer is not assuming any debt, Liability, obligation, cost or expense arising out of, or relating to the Hangars, which arose prior the date hereof.

3. **Further Assurances.** At any time and from time to time after the date of this Agreement, at the request of either party hereto and without further consideration, the other party hereto shall execute and deliver such other instruments of assignment, assumption and confirmation and take such other action as the requesting party may reasonably request as necessary or desirable to more effectively transfer, assign, and vest in Buyer, to the best of Seller's knowledge, good and marketable Title to the Hangars free and clear of any and all Liens other than Permitted Liens.

4. **Terms of the Purchase Agreement.** The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities

contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns of the parties hereto.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

7. **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto. No failure on the part of any party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

8. **Counterparts.** This Agreement may be executed by facsimile or electronic transmission in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. **Recordation.** Either party may, at its option, choose to record this instrument with the Register of Deeds of St. Croix County, Wisconsin. The act of recording alone is not determinative of the real or personal property status of the Hangars.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC., as the Buyer**

By: _____

**ENGINEERED PROPULSION SYSTEMS,
INC., as the Seller**

By: _____

Michael Fuchs, President

Exhibit A

Hangars

The airplane hangar located upon the premises commonly referred to as Lot 18 Row 11 of the New Richmond Municipal Airport, New Richmond Wisconsin, and more specifically described as:

LOT 18, ROW 11 OF THE AIRPORT LAYOUT PLAN DATED SEPTEMBER 1, 1989, BEING PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S 1/2 OF NE 1/4) AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N 1/2 OF THE SE 1/4) AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4 OF THE SW 1/4) OF SECTION TWENTY-FIVE (525), TOWNSHIP THIRTY-ONE NORTH (T31N), RANGE EIGHTEEN WEST (R18W), IN THE CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN.

The airplane hangar located upon the premises commonly referred to as Lot 16 Row 11 of the New Richmond Municipal Airport, New Richmond Wisconsin, and more specifically described as:

LOT 16, ROW 11 OF THE AIRPORT LAYOUT PLAN DATED SEPTEMBER 1, 1989, BEING PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S 1/2 OF NE 1/4) AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N 1/2 OF THE SE 1/4) AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4 OF THE SW 1/4) OF SECTION TWENTY-FIVE (S25), TOWNSHIP THIRTY-ONE NORTH (T31N), RANGE EIGHTEEN WEST (R18W), IN THE CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN.

EXHIBIT C

Proposed New Sale Order

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

In re: **ENGINEERED PROPULSION SYSTEMS, INC.,** Case No. 20-11957-gmh
Debtor. Chapter 11

ORDER AUTHORIZING SALE OF ASSETS UNDER 11 U.S.C. §363

Upon the motion (the "Motion") of the above-captioned debtor (the "Debtor") for entry of an order (this "Sale Order") approving the sale ("Sale") of certain assets of the Debtor (the "Assets") free and clear of all Liens (as defined below) to General Atomics Aeronautical Systems, Inc. (together with its successors, designees and assigns, the "Buyer"); and it appearing that Buyer has submitted the highest or otherwise best bid for the Assets; and upon adequate and sufficient notice of the Motion, the Agreement, and the Sale; and the Court having reviewed and considered the Motion and all relief related thereto and any objections thereto; and upon the full record in support of the relief requested by the Debtor in the Motion; and this Court having jurisdiction to enter a final order approving the Sale and the

Agreement consistent with Article III of the United States Constitution; and after due deliberation thereon, and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:

A. Notice of the Sale Hearing and Transaction was timely, proper, and reasonable.

B. The agreement that governs the Sale (the "Agreement"¹), attached to this Sale Order as Exhibit 1, was negotiated, proposed, and entered into by the Debtor and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Sale to be avoided under Bankruptcy Code section 363(n). The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" of the Debtor.

C. The conditions of section 363(f) of the Bankruptcy Code have been satisfied with respect to each and every lien (as that term is defined in section 101(37) of the Bankruptcy Code), including the DIP Liens², and other encumbrance that has been or could be asserted with respect to the Assets, (collectively, "Liens").

¹ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Agreements.

² "DIP Liens" has the meaning assigned to it in this Court's *Final Order: (I) Authorizing the Debtor to Use Cash Collateral; (II) Authorizing the Debtor to Obtain Senior Secured Postpetition (DIP) Financing; (III) Granting Liens and Superpriority Administrative Claim Status to the DIP Lender; (IV) Granting Adequate Protection to the Prepetition Secured Parties; and (V) Granting Related Relief*, dated September 8, 2020, ECF No. 124 (the "First DIP Order," and, collectively with the further orders of the Court dated December 17, 2020, ECF No. 237,

D. There is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regard to the transactions contemplated by this Sale Order.

THE COURT HEREBY ORDERS THAT:

1. The Agreement, all other ancillary documents, the Sale, and all other relief requested in the Motion are hereby approved, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

2. Any objections to the Motion that have not been withdrawn, waived, or settled are hereby denied with prejudice. Parties that did not object, or withdrew their objection, to the Motion have consented to the Sale pursuant to Bankruptcy Code section 363(f)(2).

3. Pursuant to Bankruptcy Code sections 105(a), 363, and 365, the Debtor is authorized to transfer the Assets to the Buyer in accordance with the terms of the Agreement. Such transfer shall constitute a legal, valid, binding, and effective sale and shall vest the Buyer with title to the Assets. **The transfer of the Assets is free and clear of all Liens, claims, or other interests of any kind or nature whatsoever, with all such Liens, claims, or other interests to attach to the cash proceeds of the**

and April 8, 2021, ECF No. 306, the "DIP Orders"). In the event of any conflict between this Sale Order and the terms of the DIP Orders, this Sale Order controls.

**Purchase Price ultimately attributable to the property against or in which such
Liens, claims, or other interests are asserted.**

4. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Agreement, all amendments thereto, and any waivers and consents thereunder, and to adjudicate any and all disputes concerning or relating in any way to the Sale.

5. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in this chapter 11 case, the terms of this Sale Order shall govern.

#

Schedule 1.2(b) Equipment

Acct #	Asset ID Running Number	Asset
15011 Machinery & Equipment (COGS)		
15011	EPS 2010-278	Torin Folding Shop Crane
15011	EPS 2010-279	Sunex Engine Stand
15011	EPS 2011-003	Canon Camera
15011	EPS 2011-004	Presto Air Lift Table
15011	EPS 2011-005	FlatBed Trailer
15011	EPS 2011-006	Tombstone City Tools
15011	EPS 2011-007	Miter Band Saw (Portable)
15011	EPS 2011-008	BT40 Sem Iscar Cutter
15011	EPS 2011-009	200 PSI 2-GAL TANK
15011	EPS 2011-010	MSC Industrial Tools (Hardness Tester & Roughness Tester)
15011	EPS 2011-011	Cat40-750-FMX-6W Prec
15011	EPS 2011-012	Hoff Auctions Tools (Fixture - Manufacturing)
15011	EPS 2011-014	IDC Digimatic Indicator
15011	EPS 2011-016	Floor Drill Press
15011	EPS 2011-017	LCD Digital Multimeter
15011	EPS 2011-018	Brake Tube Flaring Tool
15011	EPS 2011-019	Tube Straightner
15011	EPS 2011-020	Bead Form
15011	EPS 2011-021	Driver and Socket Set
15011	EPS 2011-022	4 WorkBenches
15011	EPS 2012-042	Scaffolding/Outriggers
15011	EPS 2012-043	Trailer To Equip/Airbag
15011	EPS 2012-044	Storage Cabinets/Bins
15011	EPS 2012-045	Drill Set/ Caliper/Screwdr
15011	EPS 2012-046	20V Max Hammer Drill
15011	EPS 2012-047	Test Equipment [Inert Gas Regulator]
15011	EPS 2012-048	Thermal Wire Stripper
15011	EPS 2012-049	Shop Tools
15011	EPS 2012-050	DC Power Supply
15011	EPS 2012-051	Heat Gun/Pliers
15011	EPS 2012-052	Mobile Test Stand (Trailer)
15011	EPS 2013-078	Iscar Boring Head
15011	EPS 2013-079	Gage Metric Pin Set
15011	EPS 2013-080	Iscar and Harvey Tool Tooling
15011	EPS 2013-083	Components VFD & Control for Mobile Test Bed Blower
15011	EPS 2013-084	Kaeser Compressor
15011	EPS 2013-085	Rigging for Mori Seiki Lathe - NLX 2500SY
15011	EPS 2013-086	Mori Seiki Lathe - NLX 2500SY
15011	EPS 2013-087	Ellison Technologies freight and handling Mori Seiki - NLX 2500SY
15011	EPS 2013-088	Rigging DMG
15011	EPS 2013-089	DMU 65 MB DMG Vertical Milling Center (S/N: 121400038003)
15011	EPS 2013-089-1	Coolant Nozzle for DMU 65
15011	EPS 2013-089-2	Modular Tooling Plate - DMU 65

15011	EPS 2013-089-3	Zero Clamp Quick Change - DMU 65
15011	EPS 2013-090	Wiring Manuf for Machine DMG
15011	EPS 2013-091	Wiring Manuf For Mori Seiki Lathe - NLX 2500SY
15011	EPS 2013-093	Axial Drilling and Milling Head Benz Type DA
15011	EPS 2013-094	Radial Drilling and Milling Head Benz Type Fax
15011	EPS 2013-095	spindle Unit & freight
15011	EPS 2013-096	Inspection tool permanent (borescope) - Medit Inc (Replaced a portion of EPS000840)
15011	EPS 2013-097	Trailer Improvements
15011	EPS 2013-098	Oil Diverter for Mori Seiki - NLX 2500SY
15011	EPS 2013-099	Oil Diverter for DMG
15011	EPS 2013-100	Tool Grinder (Pope) - located in Fab shop for Mfg use
15011	EPS 2013-101	Mist Collector (DMG) (above DMG)
15011	EPS 2014-128	Miller Dynasty 300 TiGrunner Serial# KK308530 (fabrication equipment that we will use for all projects) (EPS- 005)
15011	EPS 2014-129	HN-218HD Heavy Duty Cylinder Hone with Stone Set - Goodson Brand (EPS-005)
15011	EPS 2014-130	4551082 ST3/4 MB20X6.69 ISCAR (EPS-011)
15011	EPS 2014-131	4559507 BHFI MB20-20X40 RV ISCAR (EPS-011)
15011	EPS 2014-132	Werner Weitner Engine and Transmission Repair Stand, SKU: WW-MG600V (EPS-PO-2014-00157) (EPS-005) (FIX- 0050_0105 (SN2))
15011	EPS 2014-133	3" STRAIGHT SHANK CONCENTRIC LIVE CENTERS - Tool for lathe (EPS-004)
15011	EPS 2014-134	48-71863 OD CUTTING HOLDER BOTH SIDES Y AXIS (EPS-004)
15011	EPS 2014-135	3101670 FDN D4.0-0.38-CF4-06 ISCAR (EPS-003)
15011	EPS 2014-138	695.1520655KB 6MM S5 ADAPTOR BENZ (EPS-004)
15011	EPS 2014-139	695.1520855KB 8MM S5 ADAPTOR BENZ (EPS-004)
15011	EPS 2014-140	695.1521260KB 12MM S5 ADAPTOR BENZ (EPS-004)
15011	EPS 2014-141	Compressor Dryer Parts (EPS-011)
15011	EPS 2014-142	Compressor Dryer (EPS-011)
15011	EPS 2014-143	Compressor Dryer Parts (EPS-011)
15011	EPS 2014-144	Compressor Dryer Parts (EPS-011)
15011	EPS 2014-145	Lincoln Electric Precision TIG 185 Ready-Pac TIG Welder (EPS-005)
15011	EPS 2014-147	PO 2014-00258: 4559419: ADJ-HYDRO-20-D70 ISCAR (EPS-004)
15011	EPS 2014-148	PO 2014-00290: 48-71863: OD CUTTING HOLDER BOTH SIDES Y AXIS (EPS-004)
15011	EPS 2014-149	PO 2014-00258: 411500008-690: GEAR HOBGING UNIT WTO-USA 2:1 GEAR RATIO/EXTERNAL COOLANT (EPS- 004)
15011	EPS 2014-150	PO 2014-00258 - 3/4 ARBOR WTO (EPS-004)
15011	EPS 2014-154	DMG DMC 85 Monoblock 5-Axis Vertical Machine, SN# 12280000053
15011	EPS 2014-154-1	Modular Tooling Plate - DMC 85
15011	EPS 2014-154-2	Zero Clamp Quick Change - DMC 85
15011	EPS 2014-155	DMG Sprint 20-8 Linear CNC Fanuc 310, SN# 8092000187B (EPS-014)
15011	EPS 2015-173	E-SDUCR 10-2 ISCAR (EPS-004)
15011	EPS 2015-182	2MOD 20PA Class A TIN Coated M45 Material - Gear Hob Machine Tool (EPS-004)
15011	EPS 2015-183	MNC 350-175 A32-189 09-5D ISCAR CUTTER, Qty 1 (EPS-011)
15011	EPS 2015-184	1/2 Cu Yd Gray Heavy Duty Self Dumping Forklift Hopper (EPS-011)
15011	EPS 2015-187	1627404 Pre-Grind, Bore Type Gear Hob #1 (EPS-011)
15011	EPS 2015-188	1627404 Pre-Grind, Bore Type Gear Hob #2 (EPS-011)

15011	EPS 2015-189	Hob Finishing Non-Topping 3 mod 20PA Class A M45 Material TiN Coated (EPS-004)
15011	EPS 2015-190	Hob Finishing Non-Topping 3 mod 20PA Class A M45 Material TiAlN Coated (EPS-004)
15011	EPS 2015-191	1-1/4 ARBOR WTO (EPS-004)
15011	EPS 2015-192	Zeiss Accura II Aktiv 900/1600/800 (EPS-016)
15011	EPS 2015-193	HAW1 SK80BZIHS WR8,0 - EMERGENCY SPANTOP 80 8MM PILOT (EPS-015)
15011	EPS 2015-194	600664-8600-000 - Probe socket XTR (EPS-016) (Qty 7)
15011	EPS 2015-195	60355989 - Mitutoyo - 422-330 - Blade Micrometers Operation Type: Electronic Minimum Measurement (mm): 0.00 (EPS-017)
15011	EPS 2015-196	SHM117.1416.3.08 for broach insert (EPS-004)
15011	EPS 2015-197	Additions to Test Trailer
15011	EPS 2015-198	Shims for CMM Machine
15011	EPS 2015-199	Assembly Tool: 0201AT-A43-XAA (Piston Cooling Jet Alignment Plate)
15011	EPS 2015-200	Assembly Tool: 0202AT-A43-XAA (Piston Cooling Jet Alignment Tool)
15011	EPS 2015-203	KASTOwin A3.3 automatic bandsawing machine - Serial Number: 6705103053 Year: 2015 [In service & functional as of 8/3/2015]
15011	EPS 2015-205	SCMX-425 VISE
15011	EPS 2015-208	Hydraulic Post Table Capacity: 2,000 LBS, Platform Size: 32" W X 48" L, Platform
15011	EPS 2015-210	Qty 2 - 600664-9700-000 - adapter plate VAST XTR with cube
15011	EPS 2015-211	qty 1 - 695.1521260KB - 12mm Solidfix S5 Shrink Fit Chuck
15011	EPS 2015-212	qty 1 - 695.1521055KB - 10mm Solidfix S5 Shrink Fit Chuck
15011	EPS 2015-213	Qty - 1 - PS17-NVK - Pro Hawkeye Slim 17" Borescope
15011	EPS 2015-216	1730MF-A43-XAA - Hobbing/Grinding Fixture - EPS004/EPS015
15011	EPS 2015-216-1	1730MF-A43-XAA - Hobbing/Grinding Fixture - EPS004/EPS015
15011	EPS 2015-217	Qty - 1 - 5qp130002 - PALLET, 5 AXIS, QUICK CHANGE, 4 STUD, 130MM ROUND, 30MM X 130MM (EPS-013, EPS- 003)
15011	EPS 2015-217-1	Qty - 1 - 5qp130002 - PALLET, 5 AXIS, QUICK CHANGE, 4 STUD, 130MM ROUND, 30MM X 130MM (EPS-013, EPS- 003)
15011	EPS 2015-224	Qty 1 - SSER25-ISET - ER25 STEEL SEAL INCH SET HPI
15011	EPS 2015-225	Qty 1 - 511089 - AXD7000R04002A-H63A MITS CUTTER
15011	EPS 2015-226	Qty 1 - 511089 - AXD7000R04002A-H63A MITS CUTTER
15011	EPS 2015-228	Test Trailer Additions (EPS-008)
15011	EPS 2016-282	[NTX 1000] NTX1000/SZM MORI SEIKI LATHE S/N: NTX10150207 - Placed in Service 1/4/2016
15011	EPS 2016-283	[Wiring for EPS-014] Hooking up Bar Chamfer for the Sprint Linear 20-8
15011	EPS 2016-286	Qty - 1 - 115GAX03559S5 - Radial Driven Tool Benz (PO 2015-00859)
15011	EPS 2016-287	3793T52 - Steel Easy-Empty Hopper w/ polyurethane wheels
15011	EPS 2016-289	49U611 - ETALON Fixed/Friction Thimble Micrometer
15011	EPS 2016-295	511-922 - Bore Gage Services 511 18-150mm (inspection tool)
15011	EPS 2016-296	Qty - 3 - GEHFUL 20-2-37769 - Custom Piston Tooling
15011	EPS 2016-297	Qty - 3 - GEHFUL 20-3-37756 - Custom Piston Tooling
15011	EPS 2016-298	Qty - 3 - GEHFUL 20-3-37759 - Custom Piston Tooling
15011	EPS 2016-299	Qty - 3 - GEHFUL 20-3-37765 - Custom Piston Tooling
15011	EPS 2016-300	Qty - 3 - GEHFUL 20-3-37768 - Custom Piston Tooling
15011	EPS 2016-301	Qty - 3 - GEHFUL 20-3-37770 - Custom Piston Tooling
15011	EPS 2016-309	SAND C5-ASHL3-36123-20 - Concept Holder MAT# 5727955
15011	EPS 2016-320	TEI6 142.651.64.315 - Capto C5 x SF 3/4 - 80mm

15011	EPS 2016-322	Qty 50 - 36002518M16, ZeroClamp clamping stud - reference quote 12153
15011	EPS 2016-323	Qty 7 - 36004010012-SET, Clamping pot Start - Kit f. Ø 120 mm - INCLUDES: (4) 120mm pots (10) connection- development sites for the air line (each plate requires an "in" and "out" and two points of connection on each pot) Each of your 30 pot plates will require 22 connection sites (1.5) meters (approximately 5') of hose (1) ZeroClamp quick-release coupling grade 10003 (1) Plug to go with coupling reference quote 12072
15011	EPS 2016-324	Qty 2 - 36004010012, ZeroClamp clamping pot Ø120mm - reference quote 12072
15011	EPS 2016-325	Qty 3 -36001712808, ZeroClamp connection block - INCLUDES: (1) CONNECTION BLOCK With 2 connection ports G ¼ for the connection of release and blow-out air hoses reference quote 12072
15011	EPS 2016-326	Qty 8 - FIA1 V562M-L96 - Metric Vise 125mm x 150mm Self Centering- Lang 96 (Fifth Axis)
15011	EPS 2016-327	WS 7000 - WS 700 - Air flow: 694 CFM, Motor Efficiency per EISA 2007 / IE2 (hp): 1.27, Weight: 121 lbs., Sound Level 71 db Suction Inlet 150mm / 6" (DMG 65)
15011	EPS 2016-329	GLCI NZ2000-8311A-3/4 DBL - OD Holder Double Sided, Fits a Mori Seiki NTX1000
15011	EPS 2016-330	600664-9700-000 - adapter plate VAST XTR with cube
15011	EPS 2016-332	Qty 2 - 626105-6280-050 - Rotatable star element for styli DS1
15011	EPS 2016-333	EPS supplied Mist Collector and Stalling Switches for Mist collector for DMG 65
15011	EPS 2016-343	4450001 - 840 F SNAP GAGE 1-2.36"/25-60
15011	EPS 2016-344	4346000 - 2000 EXTRAMESS DIGITAL W/SPC OUTPUT
15011	EPS 2016-345	Qty 2 - 4560135 - TJS 20K-ER32-R ISCAR (speeder head)
15011	EPS 2016-346	Qty 2 - 4560137 - TJS 20K-ER32-R ISCAR, RPM DISPLAY FOR SPINJET HS SPINDLES PROMO TP601
15011	EPS 2016-351	Additions to Test Trailer
15011	EPS 2016-355	Keyence Image Dimension Measuring System
15011	EPS 2016-359	3102483 - F45LN D160-12-40-R-N15 ISCAR HOLDER
15011	EPS 2016-360	1628752 - 2 mod x 20 deg pressure angle hob - add to 2013-086
15011	EPS 2016-374	1656235 - 2 mod 30 deg pressure angle hob - add to 2013-086
15011	EPS 2016-375	1707823 - 3mod x 20 deg pressure angle hob - add to 2013-086
15011	EPS 2016-376	1707826 - 16/32 x 30 deg pressure angle hob - add to 2013-086
15011	EPS 2016-377	ORB2-CT/1.000 Adjustment Free Rotary Broach Holder 1"
15011	EPS 2016-378	Esprit B Axis Mill Turn & Lathe (with add-on in front of unit)
15011	EPS 2016-379	Esprit Post Processor - NTX-1000-SZM
15011	EPS 2016-380	Esprit Post Processor - DMG Sprint 20-8 Series Swiss
15011	EPS 2016-387	Job# 2028 - Fixed Asset - Test Trailer Improvements (EPS-008) - In Progress
15011	EPS 2016-389	Fuel Cap for Test Trailer
15011	EPS 2016-390	Go/No-Go Gage
15011	EPS 2016-397	MarSurf XR1 Surface System
15011	EPS 2016-398	Dual Patch Roughness Std with NIST teaceable Certification
15011	EPS 2016-399	BFW Probe Arm A4-90-2/90 for bores larger than 4.5mm
15011	EPS 2016-400	BFW Probe Arm A0.7-45-2/90 for bores larger than 0.9mm
15011	EPS 2016-401	BRW Probe Arm A2.8-45-2/90-Q6.5 with sideways offset of 6.5mm
15011	EPS 2016-402	BRW Probe Arm A2.8-45-2/60 with tip inclined at 32 deg for bores larger than 3.5mm
15011	EPS 2016-403	Dig. Dimensionair, 832,2 Chan, Low Mag, 1-2-3 Jet, "NAFTA"

15011	EPS 2016-405	SHA-111, Handle, Air, AHA-15, 18" Long
15011	EPS 2016-406	APTHRU - 75.0205mm Air Plug, DP-20, 2 Jet, Thru Hole
15011	EPS 2016-407	APBLIND - 86.002mm Air Plug, DP-20, 2 Jet, Blind
15011	EPS 2016-408	Job# 2028 - Fixed Asset - Test Trailer Improvements (EPS-008)
15011	EPS 2017-410	Hardness Tester - Phase II+ 900-331D
15011	EPS 2017-430	Spring Tester - Larson Systems ECT 200lb - High-Res Force
15011	EPS 2017-431	Zeiss Adapter Plate - ZSH-70-R-24 (Qty 2)
15011	EPS 2017-432	Zeiss Rack Holder - ZCR-070 (qty 4)
15011	EPS 2017-453	Mitutoyo 324-252-30 Micrometer GMB-50MJB #84122837
15011	EPS 2017-454	50-75 MM Digimatic Gear Micrometer #87118162
15011	EPS 2017-455	324-254-30- Mitutoyo Digimatic Micrometer #00518621
15011	EPS 2017-456	124-177 100-125MM Micrometer #83932269
15011	EPS 2017-457	124-178 Gear Tooth Micrometer #68146521
15011	EPS 2017-458	150-175MM Gear Tooth Micrometer #61893095
15011	EPS 2017-459	R&R Custom Aluminum Plate
15011	EPS 2017-460	R&R Fixture Plate 13x450x450
15011	EPS 2017-461	R&R Fixture Plate 13x300x300
15011	EPS 2017-462	R&R Claming Kit B FSC-CB-8
15011	EPS 2017-475	MG-LK17-0959-01 (Shouldered Stylus - 602030-8065-000, Adapter Plates - 600664-9700-000, Extensions - 600341-8261-000, Qmark Disc Stylus)
15011	EPS 2017-476	91601708 - 175-200/.01MM GEAR MIC 124-180 MITUTOYO QIA
15011	EPS 2017-477	Custom Face grooving blades for capto c5 holder - NTX1000 - GAFUL 8-5JHP-40148
15011	EPS 2017-485	TASKI Swingo 150, floor cleaner
15011	EPS 2017-486	Nilfisk Advance VU500 Vacuum
15011	EPS 2017-487	600667-9611-000 Adapter plate MT/VAST with active ID-Chip, set of 2, 158g/pc
15011	EPS 2017-488	ULT3 E16R-SDUCR3 1" Carbide Boring Bar 8" OAL Brand: Ultra-Dex
15011	EPS 2017-489	PRQ1 A-5439-0050-RBE Renishaw OMI-2T Optical Machine Interface
15011	EPS 2017-490	PRQ1 ADV Fee MT
15011	EPS 2017-491	4559519 KIT BHF MB50-50 6-108 ITSBOR ISCAR
15011	EPS 2017-505	B86004A11 Hand Jaw for Gantry Loader
15011	EPS 2017-506	B86005A11 Hand Jaw for Gantry Loader
15011	EPS 2017-507	B86006A10 Hand Jaw for Gantry Loader
15011	EPS 2017-508	B860105A01 Hand Jaw for Gantry Loader
15011	EPS 2017-509	B86001A11 Hand Jaw for Gantry Loader
15011	EPS 2017-510	B86002A11 Hand Jaw for Gantry Loader
15011	EPS 2017-511	B86003A11 Hand Jaw for Gantry Loader
15011	EPS 2017-512	B86007A11 Hand Jaw for Gantry Loader
15011	EPS 2017-513	B860106A01 Hand Jaw for Gantry Loader
15011	EPS 2017-514	B86016A04 Hand Jaw for Gantry Loader
15011	EPS 2017-515	B86017A04 Hand Jaw for Gantry Loader
15011	EPS 2017-516	B86018A04 Hand Jaw for Gantry Loader
15011	EPS 2017-517	Spare Belt for LTK-E1
15011	EPS 2017-518	Vibratory System for LTK-E1
15011	EPS 2017-519	LTK-E1 Electronic Piston Ring Tester w/ calibration
15011	EPS 2017-520	Electronic Piston Profile Tester with all standard accessories
15011	EPS-2017-537	Custom End Stop
15011	EPS-2017-538	Segmented Clamping Bushing for Mando T212/T812

15011	EPS-2017-539	Custom Drawtube Adapter
15011	EPS-2017-540	SnapTrac 8' monorail system & Accessories
15011	EPS-2017-541	A02B-0326-R180 - PART PROGRAM STORAGE SIZE - 256KBYTE to 8MBYTE + TRAVEL AND INSTALL
15011	EPS-2017-542	9054431 BFW A 15-90-2/90 deg - q40 Probe Arm
15011	EPS-2017-548	Ruger Reverse Style Stacker: 10CBWB with 24" x 36" Telescopic Flip Up Boom and Additional Counte...
15011	EPS-2017-549	U8202421 27MG-7910-E-E-EN 27MG Digital Ultrasonic Thickness Gage. Standard Kit.
15011	EPS-2017-549.1	U8880014 2214E Test Block 5 Step 1018 Carbon Steel
15011	EPS-2017-549.2	U8880010 2213E Test Block 5 Step Aluminum
15011	EPS-2017-549.3	U8780343 27MG-RPC 27MG Protective Rubber Boot with gage stand and shoulder straps
15011	EPS-2017-550	M50 x 1.5-5H Go/NoGo Thread Plug Set w/ Calibration
15011	EPS-2017-566	ThinkPad 230W Workstation Dock
15011	EPS-2017-567	ThinkPad P51
15011	EPS-2017-568	HAW1 2702/0011 SPANNTOP nova chuck size 80 Combi pull-back [standard] Spindle nose: A2-8 Overall...
15011	EPS-2017-569	HAW1 DRAWTUBE ADAPTER DRAWTUBE ADAPTER CUSTOMIZED Brand: Hainbuch
15011	EPS-2017-570	HAW1 MQ80 Manual Changing Fixture-SPANNTOP Size 80 Pistol Grip Style Brand: Hainbuch
15011	EPS-2017-571	HAW1 2524/0026 Mando Adapt T212 RD Size 2 For Spanntop 80 System Clamping range 36-54 MM Brand:... COT6 15.BMT19.05NZ - EWS STATIC TOOL 15.BMT19.05NZ Multi-purpose tool holder. Main and Sub. BMT ... SAND C5-ASHR3-36123-20 - Adapter EDP: 5728601 Brand: Sandvik 2802107 - C5 GHAD-8-JHP ISCAR
15011	EPS-2017-572	COT6 15.BMT19.05NZ - EWS STATIC TOOL 15.BMT19.05NZ Multi-purpose tool holder. Main and Sub. BMT ...
15011	EPS-2017-573	SAND C5-ASHR3-36123-20 - Adapter EDP: 5728601 Brand: Sandvik
15011	EPS-2017-574	2802107 - C5 GHAD-8-JHP ISCAR
15011	EPS-2017-588	MPU.224.B20.OAO.SP205 Right angled live tooling head for Sprint 20-8
15011	EPS-2017-589	WFB.220.036M er 20 collet adapter
15011	EPS-2017-594	626100-9025-000 probe cabinet MSC, with 30 sockets MT/VAST
15011	EPS-2017-595	600664-9700-000 - Adapter plate for VAST XTR with cube
15011	EPS-2017-596	ELC9 HSK63-2TD-ST-T-11 - HSK63 SHANK
15011	EPS-2017-597	30876246 HSK-A063 SPECIAL PILOT TOOL PCD 022.508/37.000 HSK-A063 PER SKETCH 9143154-2
15011	EPS-2017-598	30899026 022.500/23.011 SPECIAL FINE BORING TOOL SKETCH 9143154-1A
15011	EPS-2017-599	30898984 MOD080:HFS014 A=467.55 MAPAL SPECIAL REPLACEABLE HEAD ADAPTOR
15011	EPS-2017-600	30899008 MOD080:HFS014 A=485.55 MAPAL SPECIAL REPLACEABLE HEAD ADAPTOR
15011	EPS-2017-603	30319389 OS-AD-HSK-A063-MOD080-060-11 ADAPTOR
15011	EPS-2017-604	30854801 084.000/84.429 BORING TOOL MAPAL RADIAL INDEXABLE INSERTS. SIMILAR TO SKETCH 9140758-01
15011	EPS-2017-605	30854802 085.600/86.029 SPECIAL FINE BORING TOOL WITH HX SYSTEM. SIMILAR TO SKETCH 9140758-02

15011	EPS-2018-667	HOUSING - WAPU, CAST PART (5175ca-a43-aa)
15011	EPS-2018-668	ASY - EECU FIXTURE
15011	EPS-2018-669	FIX-0008_0001 - ASY - FIXTURE, GASKET, HEAD (2800pa, 2810pa)
15011	EPS-2018-670	FIX-0008_0002 - FIX - FLATTEN UHMW (2800pa, 2810pa)
15011	EPS-2018-671	FIX-0008_0003 - FIX - FLATTEN WHMW (2800pa, 2810pa)
15011	EPS-2018-672	FIX-0008_0004 - FIX - GASKET - HEAD, BK1,2 (2800pa, 2810pa)
15011	EPS-2018-673	FIX-0013 - FIXTURE-PRESS BASE (1300bl-a43-aa)
15011	EPS-2018-674	FIX-0017 - MULTIPLE PART FIXTURE PLATE
15011	EPS-2018-675	FIX-0020_0001 - FIX - PTO COVER (9920pa, 9930ca)
15011	EPS-2018-676	FIX-0020_0002 - FIXTURE FOR PTO FRONT COVER (9920pa, 9930ca)
15011	EPS-2018-677	FIX-0021_0001 - FIX - ACC COVER, SIDE 1 (9920pa, 9930ca)
15011	EPS-2018-678	FIX-0022_0001 - FIXTURE - COOLANT MANIFOLD, FIRST SIDE (5561ca, 5510pa)
15011	EPS-2018-679	FIX-0022_0002 - FIXTURE - COOLANT MANIFOLD, SECOND SIDE (5561ca, 5510pa)
15011	EPS-2018-680.1	FIX-0023_0001 - FIX - ACC COVER, SIDE 2 (9920pa, 9930ca)
15011	EPS-2018-680.2	FIX-0023 - FIX - ACC COVER, SIDE 2
15011	EPS-2018-681	FIX-0026 - Fixture - Oil Pan 1 (3200pa, 3200ca)
15011	EPS-2018-682	FIX-0027 - Fixture - Oil Pan 2 (3200pa, 3200ca)
15011	EPS-2018-683	FIX-0028 - Fixture - Oil Pan 3 (3200pa, 3200ca)
15011	EPS-2018-684	FIX-0036 - FIXTURE - SCAV PUMP - CAP (3825PA, 3825CA)
15011	EPS-2018-685	FIX-0029 - PN 3120PA-A43 OIL PUMP (3120pa-a43-aa)
15011	EPS-2018-686	FIX-0046 - FIXTURE - WAPU BUSHING PRESS (5171as-a43-aa)
15011	EPS-2018-687	FIX-0050_0012 - THREADED ADJUSTMENT PART
15011	EPS-2018-688	FIX-0050_0044 - CLAMP - BRG POSITIONING AXIAL
15011	EPS-2018-689	FIX-0040 - ASY - FIX, PISTON
15011	EPS-2018-690	FIX-0040_0020 - ASY - FIX, PIN, CIRCLIP
15011	EPS-2018-691	FIX-0040_0050 - ASY - FIXTURE, PISTONS
15011	EPS-2018-692	FIX-0050_0060 - ASY - FIXTURE, PISTON GRIP
15011	EPS-2018-693	FIX-0050_0080 - FIX - TOOL, PLUG
15011	EPS-2018-694	FIX-0050_0085 - FIX - TOOL - CIRCLIP, PENDULUM
15011	EPS-2018-695	FIX-0016_0001 - ASY - FIX, BSH INSTALL, CRANKSHAFT PEND
15011	EPS-2018-696	FIX-0041 - ARBOR PRESS PLATE FIXTURE
15011	EPS-2018-697	FIX-0050_0031 - ASY - BLOCK OFF, OIL COOLER BASE, BK1
15011	EPS-2018-698	FIX-0050_0034 - ASY - BLOCK OFF, OIL COOLER BASE, BK2
15011	EPS-2018-699	FIX-0050_0042 - GUIDE - BLOCK, PLATE HDP
15011	EPS-2018-700	FIX-0050_0043 - GUIDE - BLOCK, PLATE HDP
15011	EPS-2018-701	FIX-0050 - FIXTURE - BLOCK ASSY/DISASSY
15011	EPS-2018-702	FIX-0073_0001 - FIX - CYL HD MACHINING, BK 1, SAFETY WIRE (2210pa-a43-aa)
15011	EPS-2018-703	FIX-0073_0002 - FIX - CYL HD MACHINING, BK 1, SAFETY WIRE 2 (2210pa-a43-aa)
15011	EPS-2018-704	FIX-0074_0001 - FIX - CYL HD MACHINING, BK 2, SAFETY WIRE (2310pa-a43-aa)
15011	EPS-2018-705	FIX-0074_0002 - FIX - CYL HD MACHINING, BK 2, SAFETY WIRE 2 (2310pa-a43-aa)
15011	EPS-2018-706	FIX-0037_0001 - FIXTURE-MFLD-INTAKE, FINISHED, BK1 AND BK2 OP10 (6110pa, 6210ca)
15011	EPS-2018-707	FIX-0053 - ASY - PRESS, GEAR/CAM FIXTURE

15011	EPS-2018-708	FIX-0037_0002 - FIXTURE-MFLD-INTAKE, FINISHED, BK1 AND BK2 OP20 (6110pa, 6210ca)
15011	EPS-2018-709	FIX-0048 - ASY - FIXTURE - TORQUE TUBE ORIFICE (Orifice Installation)
15011	EPS-2018-710	FIX-0060 - ASY - 46T STARTER GEAR/SHAFT PRESS
15011	EPS-2018-711	FIX-0065 - ASY - 57T GEAR/SHAFT PRESS FIXTURE
15011	EPS-2018-712	FIX-0066 - ASY - 35T GEAR/BUSHING PRESS FIXTURE
15011	EPS-2018-713	FIX-0069 - ASY - PINION GEAR/BRNG PRESS FIXTURE
15011	EPS-2018-714	FIX-0070 - ASY - PROPSHAFT SEAL CARRIER PRESS FIXTURE
15011	EPS-2018-715	FIX-0080_00001 - FIXTURE - ASY, HSG, OIL PUMP
15011	EPS-2018-716	FIX-0050_0047 - GUIDE - CON ROD, PISTON
15011	EPS-2018-717	FIX-0050_0048 - GUIDE - CON ROD, PISTON
15011	EPS-2018-718	FIX-0075_0001: FIX-0075_0001.3 - FIX-FUEL PUMP ADAPTER, OP10
15011	EPS-2018-719	FIX-0076_0001: FIX-0076_0001.2-FIX-FUEL PUMP ADAPTER, OP20
15011	EPS-2018-720	FIX-0079_0001-FIXTURE-CVR, ACC, REAR
15011	EPS-2018-721	FIX-0084_0001-FIX-INSPECTION, WINDAGE TRAY
15011	EPS-2018-722	EECU Flashing Station
15011	EPS-2018-723	FIX-0093_0001.1 - FIX-MACHINING, COMPRESSOR HSG
15011	EPS-2018-772	Midwest Industrial Tanks Double-Wall Storage Fuel Tank - 500-Gallon and fitting package
15011	EPS-2018-773	Coffing® Electric Wire Rope Hoist 500 Lb. Capacity
15011	EPS-2018-774	Abell-Howe® Light Duty Floor Crane 4S0003 500 Lb. Capacity
15011	EPS-2018-784	Engine and Trans Repair Stand per quote m2795 (FIX-0050_0105 (SN3))
15011	EPS-2018-788	1 set of 4 pallet clamps
15011	EPS-2018-791	ABB 40HP VFD
15011	EPS-2018-794	Micro LabCar test system
15011	EPS-2018-796.002	Prop Cell 2
15011	EPS-2018-796.003	Prop Cell 2 - Add On
15011	EPS-2018-796.004	ASY - PDM
15011	EPS-2018-796.005	ASY - Test Stand
15011	EPS-2018-797.002	Dyno Cell 01
15011	EPS-2018-797.003	Dyno Cell 01
15011	EPS-2018-797.004	Dyno Cell 01
15011	EPS-2018-797.005	Dyno Cell 01
15011	EPS-2019-803	FT4-8AEU2-LEA-0 - TURBINE FLOWMETER
15011	EPS-2019-804	ULN-C-1-M4-1 - microLink: Linearizing, Temperature Compensating Pickoff
15011	EPS-2019-805	19-100753-103 - uLink to Flying Lead Cable Assembly
15011	EPS-2019-806	ULD-2-1 - MicroLink Display, Dual Input and Cable w/Resistor (2m)
15011	EPS-2019-807	DZ140 Controller
15011	EPS-2019-808	Thermal Transfer Heat Exchanger 4 pass. Note: Updated PN as C series is now HC series
15011	EPS-2019-809	Hikvision DS-2DE4A220IW-DE 2MP Network IR Mini PTZ Camera
15011	EPS-2019-810	FIX-0015: FIX-0015_0000
15011	EPS-2019-811	2009 John Deere X534 AM-CT 4WS NO DK TURF Stock# 01010009304N
15011	EPS-2019-811	2009 John Deere X534 AM-CT 4WS NO DK TURF Stock# 01010009304N
15011	EPS-2019-812	John Deere X534 M-T 4WS NO DK Turf
15011	EPS-2019-812	John Deere X534 M-T 4WS NO DK Turf
15011	EPS-2019-813	CAN LIN Interface Module
15011	EPS-2019-814	Machine-named license for INCA - Qty 2
15011	EPS-2019-815	ETK Interface Cable

15011	EPS-2019-816	CAN Interface Cable
15011	EPS-2019-817	CAN 120 Ohm Termination Resistor
15011	EPS-2019-818	WW-MG-600v Gear Head Only Per Quote m2827 *freight TBD* (part of FIX-0050_0000)
15011	EPS-2019-821	Bin Storage Cabinet - 36 x 24 x 78", 90 Blue Bins
15011	EPS-2019-822	Triumph Fiber Laser Marking Machine 30w for Permanent Metal Parts Marking and Engraving with rot...
15011	EPS-2019-823	Aluminum Prop 84 inches (J3F10750 - Ref: 9700AY-A43-A43-ZA) (Serial # FP9427B)
15011	EPS-2019-824	4114B1 - Line powered current sources 4-channel livm power unit; 2-20mA adjustable current; 115V...
15011	EPS-2019-825	3143D2 - accelerometer, triaxial, thru hole, 50mV/g, 4-pin connector - with sensor trade in
15011	EPS-2019-826	3143D2 - accelerometer, triaxial, thru hole, 50mV/g, 4-pin connector
15011	EPS-2019-827	FIX-0072_0000-ASY - Propeller Oil Feed Tube Press Fixture - 1,000 parts - 1435AS-A43-
15011	EPS-2019-828	FIX-0077_0000-ASY - Gear Lash ADJ Link - 1,000 parts 9085AY-A43-AA
15011	EPS-2019-850	DYNO HARNESS (TWO FIREWALLS)
15011	EPS-2019-851	8660AY-A43-AA - WIRE HARNESS DIAG - DAQ (TEST STAND)
15011	EPS-2019-852.001	DynoControl01
15011	EPS-2019-853.001	PROPCONTROL02
15011	EPS-2019-854	Shop Tooling - SPT-4004 - 3/4" Dr 40-400 Ft Lbs. / 54-542 Nm Digitool Electronic Torque Tester
15011	EPS-2019-856	Prop Governor
15011	EPS-2019-872	Mini Split for IT Prop Stand Area
15011	EPS-2020-894	Job 4117 - 8630AY-A43-YA - DO-160 test Harness
15011	EPS-2020-895	Job 4118 - 8630AY-A43-YA - DO-160 test Harness
15011	EPS-2020-896	Job 4119 - 8630AY-A43-YA - DO-160 test Harness
15011	EPS-2020-897	Job 4145 - DO160 Load Box 1
15011	EPS-2020-898	Job 4146 - DO160 Load Box 2
15011	EPS-2020-899.001	Prop Cell 1
15011	EPS-2020-899.002	Prop Cell 1
15011	EPS-2020-899.003	Prop Cell 1
15011	EPS-2020-899.004	Prop Cell 1
15011	EPS-2020-899.005	Prop Cell 1
15011	EPS-2020-899.006	Prop Cell 1
15011	EPS-2020-899.007	Prop Cell 1
15011	EPS-2020-903	Job 6138 - PROPCONTROL01 - Propeller Test Cell Controls 01

15011-1 Mach & Equip COGS - Outside Ven

15011-1	EPS 2015-174	P2011C-A43-XAA TOOLING
15011-1	EPS 2015-175	P0160C-A43-XAA Tooling
15011-1	EPS 2015-176	P0130C-A43-XAA Tooling
15011-1	EPS 2015-177	P2001C-A43-XAA Tooling
15011-1	EPS 2015-178	Tooling for 2800PA-A43-XZA (Head Gaskets - Bank 1)
15011-1	EPS 2015-179	Tooling for 2810PA-A43-XZA (Head Gaskets - Bank 2)
15011-1	EPS 2015-180	Tooling for 7360PA-A43-XZA (Exhaust Manifold Gasket)
15011-1	EPS 2015-181	Tooling for 7370PA-A43-XZA (Turbo Exit Flange Gasket)
15011-1	EPS 2015-214	0220CA-A43-AA - GW35182 - Tooling modification for crank case - casting tool located at G&W

15011	EPS-2017-606	30863810 085.950 SPECIAL FINE BORING TOOL WITH HX SYSTEM. SIMILAR TO SKETCH 9140758-03
15011	EPS-2017-607	30854803 060.000 CIRCULAR MILL MAPAL TANGENTIAL INDEXABLE INSERTS. SIMILAR TO SKETCH 9140758-04
15011	EPS-2017-615	30878578 074.710 FINE BORING TOOL W/WP SYSTEM SKETCH 9140754.01
15011	EPS-2017-616	30878987 074.710/75.010 FINE BORING TOOL W/WP SYS SKETCH 9140754-02
15011	EPS-2017-617	30877475 MOD100:HSK-C050 A=462.45 ADAPTOR
15011	EPS-2017-618	30319390 OS-AD-HSK-A063-MOD100-065-11 ADAPTOR
15011	EPS-2017-619	30641280 DZ93R6-HC418 CARB INDEXABLE BLADE
15011	EPS-2017-620	MS250-2/MN349-1 MS250-2/MN349-1 SETTING FIXTURE MASTERSET
15011	EPS-2017-621	NR-1181 1003 / MILLIMESS +/-50 um DIAL INDICATOR
15011	EPS-2017-622	NR-1064 CENTRE CAP FOR SPINDLE MAPAL MECHANICAL ACCESSORY/MOUNTING PART
15011	EPS-2017-623	NR-1065 CENTER CAP FOR SPINDLE 040 MAPAL MECHANICAL ACCESSORY/MOUNTING PART
15011	EPS-2017-624	30018374 45L100 ANGLED HEAD MAPAL MECHANICAL ACCESSORY/MOUNTING PART
15011	EPS-2017-625	30018371 5R100 ANGLED HEAD MAPAL MECHANICAL ACCESSORY/MOUNTING PART
15011	EPS-2017-626	NR-1161 2.5MM MEASURING SHOE MAPAL MECHATRONIC PART
15011	EPS-2017-627	K13757-001 STAND FOR EQUIPMENT MAPAL
15011	EPS-2017-632	Shelving
15011	EPS-2018-633	Load Box EECU-AV8-1
15011	EPS-2018-633.001	Load Box EECU-AV8-1 - Addons
15011	EPS-2018-640	Test stand, lever-operated, 30lbf / 150N Mark-10
15011	EPS-2018-641	Base plate with matrix of tapped holes Mark-10
15011	EPS-2018-642	Force gauge, 20 lbf / 320 ozF / 10 kgF / 10000 gF / 100N Mark-10
15011	EPS-2018-643	Force Gage, Tension AND Compression: 0 - 100 lbs. PQI Calibration
15011	EPS-2018-644	Rotary Union Kit (repair to machine)
15011	EPS-2018-648	CYLINDER BLOCK HONING FIXTURE (0100as-a43-aa)
15011	EPS-2018-649	FIX-0009 - Assembly - Fixture, Conrod (0981bl-a43-ca & da)
15011	EPS-2018-650	FIX-0009_0001 - Fixture - Conrod, OP 10 (0981bl-a43-ca & da)
15011	EPS-2018-651	FIX-0009_0002 - Fixture - Conrod, OP 20 (0981bl-a43-ca & da)
15011	EPS-2018-652	FIX-0009_0003 - Fixture - Conrod, OP 10 (0981bl-a43-ca & da)
15011	EPS-2018-653	FIX-0009_0004 - Fixture - Conrod, OP 20 (0981bl-a43-ca & da)
15011	EPS-2018-654	FIX-0018 - Fixture - HSG Thermostat (5413ca-a43-aa, 5413pa-a43-aa)
15011	EPS-2018-655	FIX-0018 - Fixture - HSG Thermostat (5413ca-a43-aa, 5413pa-a43-aa)
15011	EPS-2018-656	FIX-0019 - Fixture - Con Rod (contains FIX-0019_0004, _0005, _0006, _0007, _0008, _0009) (0980as)
15011	EPS-2018-657	FIX-0019_0001 - 0980as-a43-ca_da-c0001_prep_op (0980as)
15011	EPS-2018-658	FIX-0019_0002 - 0980as-a43-ca_c001_ (0980as)
15011	EPS-2018-659	FIX-0019_0003 - 0980as-a43-ca_c001_asy-side 1 (0980as)
15011	EPS-2018-660	FIX-0030 - 9940ca-a43_cvr starter drv (9940ca-a43-aa)
15011	EPS-2018-661	FIX-0031 - Inspection, Head Gaskets (2810PA-A43-AA, 2800PA-A43-AA)
15011	EPS-2018-662	FIX-0032 - FIXTURE - HSG, OIL PUMP (3160PA, 3160CA)
15011	EPS-2018-663	FIX-0033 - FIXTURE - SCAV PUMP -CENTER SECTION (3725PA, 3725CA)
15011	EPS-2018-664	Fix-0134_0003 - CYL BLK - MACHINED, BK 1 fixture (0220pa-a43-aa)
15011	EPS-2018-665	Windage Tray Fixture (0450pa-a43-aa)
15011	EPS-2018-666	INLET - WAPU, CAST PART (5135ca-a43-aa)

15011-1	EPS 2015-215	0320CA-A43-AA - Tooling modification for crank case - casting tools located at G&W
15011-1	EPS 2015-218	Qty 1 - GW31584 - Cylinder Head 1 tooling P2000-A43-XAA
15011-1	EPS 2015-219	Qty 1 - GW31585 - Cylinder Head 2 tooling P2010-A43-XAA
15011-1	EPS 2015-220	Qty 1 - GW31878 - Crank Case 1 tooling P0130-A43-XAA
15011-1	EPS 2015-221	Qty 1 - GW31879 - Crank Case 2 tooling P0160-A43-XAA
15011-1	EPS 2015-222	Qty 1 - GW33511 - Cam Cover 1 tooling P2011-A43-XAA
15011-1	EPS 2015-223	Qty 1 - GW33293 - Cam Cover 2 tooling P2001-A43-XAA
15011-1	EPS 2016-310	GW35106 - LH Cover Cyl HD bank1 tooling modification (from XAA to AA)
15011-1	EPS 2016-311	GW35107 - RH Cover Cyl HD bank2 tooling modification (from XAA to AA)
15011-1	EPS 2016-312	GW36736 - RH block/crank case bank2 tooling modification (for Rev.01)
15011-1	EPS 2016-313	GW36735 - LH block/crank case bank1 tooling modification (for Rev.01)
15011-1	EPS 2016-318	GW35104 - LH cylinder head bank1 tooling modification (from XAA to AA)
15011-1	EPS 2016-319	GW35105 - RH cylinder head bank2 tooling modification (from XAA to AA)
15011-1	EPS 2016-341	Tooling for Exhaust Seat (reference quote WQ140260 Rev. 3) (2510PA-A43-AA) (Tool life 1,000,000 parts)
15011-1	EPS 2016-356	Tooling Windage Tray
15011-1	EPS 2016-357	Tooling Oil-Cooler-Base B1
15011-1	EPS 2016-358	Tooling Oil-Cooler-Base B2
15011-1	EPS 2016-383	Modified Tooling - Gehring Diato
15011-1	EPS 2017-411	1401FG-A43-AA - Tooling
15011-1	EPS 2017-412	5511CA-A43-AA - Tooling
15011-1	EPS 2017-413	5561CA-A43-AA - Tooling
15011-1	EPS 2017-414	5135PA-A43-AA - Tooling
15011-1	EPS 2017-433	Tooling for 2800PA-A43-XZA & 2810PA-A43-XZA (Head Gaskets - Bank 1) (2016S1-R1)
15011-1	EPS 2017-434	Tooling for 2800PA-A43-XZA & 2810PA-A43-XZA (Head Gaskets - Bank 1) (2016S2-R1)
15011-1	EPS 2017-435	Tooling for 2800PA-A43-XZA & 2810PA-A43-XZA (Head Gaskets - Bank 1) (2016S3-R1)
15011-1	EPS 2017-436	2800PA-A43-XZA - Tooling Modification for Bank1 (2016T-R1)
15011-1	EPS 2017-437	2800PA-A43-XZA - Tooling Modification for Bank1 (2016B-R1)
15011-1	EPS 2017-438	2810PA-A43-XZA - Tooling Modification for Bank 2 (2017T-R1)
15011-1	EPS 2017-439	2810PA-A43-XZA - Tooling Modification for Bank 2 (2017B-R1)
15011-1	EPS 2017-440	Casting Tool - 9830PA-A43-XAA - Cover - PTO
15011-1	EPS 2017-441	Casting Tools for OIL PAN-3200CA-A43-AA OIL PAN
15011-1	EPS 2017-442	Tooling (core boxes) for Thermostat-Housing - 5413ca-a43-aa
15011-1	EPS 2017-443	Tooling (core boxes) for Water Pump - 5175ca-a43-aa
15011-1	EPS 2017-452	Tooling for Boegra part # 1600002-010 (EPS # 0990PA-A43-AA)
15011-1	EPS 2017-472	Tooling for Boegra part # MB 1096E (0506PA-A43-AA, 0507PA-A43-AA)
15011-1	EPS 2017-473	Tooling for Boegra part # CB 1113F (0994PA-A43-AA, 0995PA-A43-AA)
15011-1	EPS 2017-474	Tooling for Boegra part # TW 1187D (0508PA-A43-AA)
15011-1	EPS 2017-504	Tooling for 0520AS-A43-BA
15011-1	EPS 2017-521	Tooling Cost 9930CA-A43-AA
15011-1	EPS 2017-522	Tooling for heat treatment of PTO COVER
15011-1	EPS 2017-523	Tooling for heat treatment of OIL PAN-3200CA-A43-AA OIL PAN
15011-1	EPS 2017-524	Tooling for straightening of OIL PAN-3200CA-A43-AA OIL PAN
15011-1	EPS-2017-546	Tooling (Becker) for Scav Pump - Center Section, Casting
15011-1	EPS-2017-547	Tooling (Becker) Scav Pump - Cap, Casting

15011-1	EPS-2017-556	Tooling Cost 6211CA-A43-AA
15011-1	EPS-2017-557	Casting Tool - 9830PA-A43-XAA - Cover - PTO
15011-1	EPS-2017-558	Casting Tools for PSRU COVER - 9880CA-A43-AA COVER - PSRU
15011-1	EPS-2017-559	Casting Tools for OIL PAN-3200CA-A43-AA OIL PAN
15011-1	EPS-2017-563	Tooling for 9940CA-A43-AA - CVR - Starter Drive, Casting
15011-1	EPS-2017-587	Casting Tools for Adapter - 4050CA-A43-AA PLATE - ADAPTER, FUEL PUMP
15011-1	EPS-2018-635	Casting Pattern 7720PA-A43-AA
15011-1	EPS-2018-637	Casting Pattern 7820PA-A43-AA
15011-1	EPS-2018-638	Tooling 7370PA-A43-YA
15011-1	EPS-2018-639	Tooling 7420PA-A43-AA
15011-1	EPS-2018-647	CYLINDER BLOCK HONING FIXTURE (0100as-a43-aa)
15011-1	EPS-2018-724	Gear - 61T Crankshaft ACC, Finish Gear Grind, Arbor, Collet, Ring (tooling for 1700PA-A43-AA)
15011-1	EPS-2018-725	Gear - 61T C-Bal (HCR), Finish Gear Grind, Collet, Ring (tooling for 1710PA-A43-AA)
15011-1	EPS-2018-726	Gear - 61T Fuel Pump (HCR), Finish Gear Grind, Arbor, Tailstock (tooling for 1720PA-A43-AA)
15011-1	EPS-2018-727	Gear - 89T Starter, Finish Gear Grind, Collet, Ring (tooling for 1730PA-A43-AA)
15011-1	EPS-2018-728	Gear - 29T Starter Reduction, Finish Gear Grind, Arbor, Collet, Ring (tooling for 1740PA-A43-AA)
15011-1	EPS-2018-729	Gear - 46T Starter Reduction, Finish Gear Grind, Collet (tooling for 1750PA-A43-AA)
15011-1	EPS-2018-730	Gear - 64T Front Main Cam Dr., Finish Gear Grind, Arbor (Tooling for 1600PA-A43-AA)
15011-1	EPS-2018-731	Gear - 64T Counter Balancer, Finish Gear Grind, Collet, Ring (tooling for 1610PA-A43-AA)
15011-1	EPS-2018-732	Gear - 57T Cam Idler, Finish Gear Grind, Collet, Ring (Tooling for 1630PA-A43-AA)
15011-1	EPS-2018-733	Gear - 35T Idler, Finish Gear Grind, Collet, Ring (Tooling for 1640PA-A43-AA)
15011-1	EPS-2018-734	Gear - 44T Camshaft, Finish Gear Grind, Collet, Ring (tooling for 1650PA-A43-AA)
15011-1	EPS-2018-735	Live Center # 301414
15011-1	EPS-2018-736	Tooling for Gear # 1303as-a43-aa - Gear, Secondary 42T
15011-1	EPS-2018-737	Tooling for Gear # 1303as-a43-aa
15011-1	EPS-2018-738	Tooling for Gear # 1300-ay-a43-aa
15011-1	EPS-2018-739	Tooling for Gear Part # 1200as-a43-00 - Gear Pinoin 29T - PreHeat Treat Hob, Hob, Stop, Collet &...
15011-1	EPS-2018-740	Tooling for Gear Part # 1200as-a43-aa-p003 - Gear Pinoin 29T - PreHeat Treat Spline, Shaper, Chu...
15011-1	EPS-2018-741	Tooling for Geat Part # 1200as-a43-xaa - Gear Pinoin 29T - Finish Grind Gear, Arbor
15011-1	EPS-2018-787	Tooling for Assembly-Gaging Fixture Fuel Lines (Assembly Tooling for 4600)
15011-1	EPS-2019-798	FIX-0042 - CON ROD HONING FIXTURE
15011-1	EPS-2019-870	FIX-0043 - Fixture - Pendulum Balance
15012 Machinery & Equipment (OH)		
15012	EPS 2013-117	Floor scrubber
15012	EPS 2013-118	Vertical Bandsaw
15012	EPS 2013-119	Horizontal Bandsaw
15012	EPS 2015-262	Reconditioned Komatsu FB25SH, 5000# Capacity. 36 V 4-Wheel Electric Rider Forklift

15012	EPS 2015-263	Used JLG 1930ES, 19' Platform Height 25' Working Height, Electric Scissors Lift
15012	EPS 2015-264	[Generac 22kw Generator Package & Installation], located at Hangar 11-16, PO 2015-00124
15012	EPS 2015-265	Qty 1 - 11-03820 - David Clark H10-13XL Headset
15012	EPS 2015-266	Qty 5 - 11-03820 - David Clark H10-13XL Headset
15012	EPS 2016-291	ESPAR Airtronic D2 24 Volt Diesel Heater
15012	EPS 2017-415	Tensor ETV ST101-370-20 with PF4000 Graph Controller and RBU-Gold BackUp Unit (single user tools talk PF w10 license)
15012	EPS 2017-415.1	Add on to 2017-415 - ST Tool Cable 7M
15012	EPS 2017-416	Honda EU2000 Generator
15012	EPS 2017-428	STWrench SmartHead with ratchets, battery adapters and 1 user ToolsTalk license
15012	EPS 2017-463	Breakout box 128 pin Deutsch X1 #982-007525
15012	EPS 2017-464	Breakout box 24 pin Deutsch X3 #982-007526
15012	EPS 2017-465	Breakout box 37 pin Deutsch X5 #982-007527
15012	EPS 2017-478	P5514-E Axis PTZ Dome Network Camera
15012	EPS 2017-479	Switches for testing (Qty =3)
15012	EPS 2017-492	InfiniiVision DSOX1102G 100 MHz Oscilloscope
15012	EPS-2017-551	WB241647 - I Beam Trolley 2,000 Pound Capacity
15012	EPS-2017-552	WBB445184 - Milwaukee® 1 Ton Electric Chain Hoist 10' Lift 115/230V 1-Phase
15012	EPS-2017-553	WB241324 - Vestil Steel Gantry Crane Adjustable Height 2000 Lb. Capacity
15012	EPS-2017-628	Quincy Air Compressor, Milton Air Regulator, Air Hose, Air Filter Regulator
15012	EPS-2017-631	Shelving
15012	EPS-2018-775	Slugbuster Hydraulic Knockout Cutter Set 1/2" - 2" W/Case & Hand Pump
15012	EPS-2018-776	Masterforce 41" x 24" Blue 11-Drawer Tool Cabinet
15012	EPS-2018-777	TMB 8100 220 Volt Single Phase, 5hp 9kw INCLUDES THESE FEATURES: 11 Gauge Steel Cabinet Gear ...
15012	EPS-2018-789	backward inclined SWSI size 24 ACF Class 3 Arr-4 CW Rotation UB discharge 62% width
15012	EPS-2018-790	backward inclined SWSI size 24 ACF Class 3 Arr-4 CW Rotation UB discharge 62% width

15015 Mach & Equip - Fixtures

15015	EPS-2019-799	FIX-00039 - FIXTURE - CON ROD, PRESS
15015	EPS-2019-800	FIX-0038 - Test Fixture for Piston - Cooling Jet
15015	EPS-2019-801	FIX-0044 - FIXTURE 044
15015	EPS-2019-802	FIX-0078_0001 - FIXTURE - CVR, PROPSHAFT BRG
15015	EPS-2019-832	Job 6142 - FIX-0050_0048 - Guide-Con Rod, Piston - 1,000 parts, qty 8 9090AY-A43-AA
15015	EPS-2019-833	Job 6141 - FIX-0050_0047 - Guide-Con Rod, Piston - 1,000 parts, qty 8 9090AY-A43-AA
15015	EPS-2019-834	Job 6110 - FIX-0015_0002 - Assembly Tool Gear, Presser Component - 1,000 parts qty 3 5171AY-A43-AA
15015	EPS-2019-835	Job 6109 - FIX-0015_0010 - Assembly Tool Impeller - 1,000 parts qty 2 5171AY-A43-AA
15015	EPS-2019-836	Job 6108 - FIX-0015_0009 - Assembly Tool Impeller - 1,000 parts qty 2 5171AY-A43-AA
15015	EPS-2019-837	Job 6140 - FIX-0062_0001 - Guide-Cyl Head, Short - 5,000 parts 9085AY-A43-AA

15015	EPS-2019-838	Job 6139 - FIX-0062_0000 - Guide-Cyl Head, Long - 5,000 parts 9085AY-A43-AA
15015	EPS-2019-839	Job 1886 - FIX-0051_0000 - Asy-Bank 1, CBAL Gear Press Fixture - 2,000 parts qty 2 1611AY-A43-AA, 1612AY-A43-AA
15015	EPS-2019-842	FIX-0071_0000 - ASY - PROPELLER SHAFT BRNG PRESS FIXTURE
15015	EPS-2019-843	FIX-0103_0001 - FIX - MACHINING, PTO COVER
15015	EPS-2019-844	FIX-0050_0062 - FIXTURE - PISTON GRIP
15015	EPS-2019-845	FIX-0050_0061 - FIXTURE - PISTON GRIP
15015	EPS-2019-847	FIX-0124_0001 - FIXTURE - ASY, WAPU, BUSHING INSTALL
15015	EPS-2019-848	FIX-0125_0001 - FIXTURE - ASY, WAPU CHECKVALVE
15015	EPS-2019-849	FIX-0110_0001 - FIX-INSPECTION, THERMOSTAT OUTLET
15015	EPS-2019-855	Job 6147 - FIX-0117_0000 - 4140AY-A43-AA - 1,000 parts
15015	EPS-2019-858	Job 6235 - FIX-0136_0001 - 1480PA-A43-AA - 1,000 parts
15015	EPS-2019-859	Job 1835 - FIX-0035_0001 - 0730AY-A43-AA - 1,000 parts
15015	EPS-2019-860	Job 6236 - FIX-0137_0001 - 1485PA-A43-AA - 1,000 parts
15015	EPS-2019-861	Job 6015 - FIX-0097_0001 - 1000 parts 7015PA-A43-AA, 7025PA-A43-AA
15015	EPS-2019-862	Job 6097 - FIX-0110_0001 - 1000 parts 5431PA-A43-AA
15015	EPS-2019-863	Job 6136 - FIX-0113_0001 - 1000 parts 9870PA-A43-AA
15015	EPS-2019-864	Job 6196 - FIX-0106_0001 - 1000 parts 0980AY-A43-CA, 0980AY-A43-CA
15015	EPS-2019-865	Job 6197 - FIX-0106_0002 - 1000 parts 0980AY-A43-CA, 0980AY-A43-DA
15015	EPS-2019-866	Job 6199 - FIX-0106_0003 - 1000 parts 0980AY-AV3-CA, 0980AY-AV3-DA
15015	EPS-2019-867	Job 1163T - 2000 parts 3321PA-A43-AA
15015	EPS-2019-868	Job 1979 - FIX-0052_0002 - 1000 parts 5431PA-A43-AA
15015	EPS-2019-869	Job 1885 - EXT - Boring Heads - 2,500 uses, multiple parts
15015	EPS-2019-873	Job 6177 - FIX-0020 - Fixture - PTO Cover - 1,000 parts 9820PA-A43-AA, 9830PA-A43-AA
15015	EPS-2019-874	Job 1717 - FIX-0052 - Fixture - PSRU Cover 1,000 aprts 9870pa-a43-aa
15015	EPS-2019-875	Job 6171 - FIX-0121 - Fixture - Machining, Comp HSG, Op 20 - 1,000 parts 7720PA-A43-AA, 7721PA-A43-AA
15015	EPS-2019-876	Job 6244 - FIX-0138 - Fixture - ASY, Spray Check Cooling Jets - 1,000 parts 3640AS-A43-AA
15015	EPS-2019-877	Job 6245 - FIX-0140_0001 - Fix-Machining, Oil Cooler Base, Rework, BK1/2 - 2,000 parts 3311PA-A43-AA, 3321PA-A43-AA
15015	EPS-2019-878	Job 6137 - FIX-0114_0001 - Fixture - Leak Test, Intake Mfld BK 1 - 2,000 parts 6110PA-A43-AA, 6210PA-A43-AA
15015	EPS-2019-879	Job 6167 - FIX-0120_0000 - Asy - Fixture, M14 Banjo Pressure Terst (LP Fuel lines) - 2,000 parts 4713AS, 4714AS, 4716AS, 4717AS, 4751AS
15015	EPS-2019-880	Job 6283 - FIX-0007_0005 - FIX Bushing
15015	EPS-2019-881	Job 6284 - FIX-0007_0006 - FIX PIN
15015	EPS-2019-882	Job 6281 - FIX-0122_0100 - Fixture Prop Torque Meter Calibration
15015	EPS-2019-883	Job 6286 - FIX-0147_0001 - FIXTURE - Fuel Pump Timing Tool (Assembly Tool)
15015	EPS-2019-884	Job 1828 - FIX-0034_0001 - ASY -Fixture, BSH Installation (TVA PENDULUM)
15015	EPS-2019-885	Job 1897 - FIX-0049_0000 - ASY - Crank Gear/Trigger Wheel Weld Fixture
15015	EPS-2019-886	Job 4220 - FIX-0072_0004 - FIX - Press Sleeve, Inner
15015	EPS-2019-887	Job 4221 - FIX-0072_0005 - FIX - Press Sleeve, Outer
15015	EPS-2019-888	Job 6150 - FIX-0118_0001 - FIXTURE - INSP, EXHAUST Gasket
15015	EPS-2019-889	Job 6151 - FIX-0119_0001 - FIXTURE - INSP, TURBO EXIT FLANGE
15015	EPS-2019-890.001	Job 6248 - FIX-0141_0001 - FIX - ASSEMBLY, TC, BK1
15015	EPS-2019-890.002	Job 6248A - FIX-0141_00001 - FIX - ASSEMBLY, TC, BK1

15015	EPS-2019-891.001	Job 6249 - FIX - ASSEMBLY, TC, BK2
15015	EPS-2019-891.002	Job 6249A - FIX-0142_0001 - FIX - ASSEMBLY, TC, BK2
15015	EPS-2020-892	Job 1745 - FIX-0081_0001 - Water Jacket Leak Tester
15015	EPS-2020-893	Job 4006 - FIX-0050_0070 - ASY - Short Block, Fixture
15015	EPS-2020-900	Job 6029 - FIX-0104_0002 - Fix - Piece - CBAL BRG INSTALL, 2
15015	EPS-2020-901	Job 6090 - FIX-0100_0001 - Fix - Machining, Gauge (QTY 4)
15015	EPS-2020-902	Job 6123 - FIX-0095_0001 - Fix - Inspection, PTO Cover
15015	EPS-2020-904	Job 6228 - FIX-0132_0001 - Fixture - ALT Bracket Asy
15015	EPS-2020-905	Job 6294 - FIX-0151_0001 - FIX - LEAK TEST, BLOCK BORES
15015	EPS-2020-906	Job 1791 - FIX-0056_0000 - FIX - CRANKSHAFT, LOCKING FIXTURE (qty 3)
15015	EPS-2020-907	Job 6230 - FIX-0132_0002 - FIXTURE - ALT BRACKET ASY, OP 2
15015	EPS-2020-908	Job 1801 - FIX-0045_0000 - ASY - CBAL FIXTURE (finished gear)
15015	EPS-2020-909	Job 6318 - FIX-0153_0001 - FIX - BENDING, 3606PA SPRAY BAR, TUBE

15021 Furniture & Fixtures (OH)

15021	EPS 2012-068	Tables and Chairs
15021	EPS 2012-069	workbenches qty = 6, 6 drawer cabinet qty = 2, Shelving qty =7, 6 Level Rack qty = 1
15021	EPS 2014-168	Raw Materials Inventory Shelving in Fab Shop - Pallet Rack, Starter Unit & Add on Unit
15021	EPS 2015-251	Inventory Racking
15021	EPS 2015-252	Improvement to 4/16/15 Inventory Racking Purchase - Paint Racking & Materials)
15021	EPS 2015-253	Qty - 1 - LPC - Luxxor Portable Camera Kit
15021	EPS 2015-254	Toshiba IP PTZ Camera - IK-WB16A
15021	EPS 2016-290	Heavy Duty Rack for Pipe and Bars, Complete Unit with One Usable Side, 54" X 84" X 31" (698.63 cost + 116.63 freight + 44.84 sales tax)
15021	EPS 2016-334	Standard Flammable Storage Cabinet - Manual Doors, Yellow, 45 Gallon
15021	EPS-2017-554	BK04041062 HOMAK H2Pro 41in 6- drawer roller tool cabinet
15021	EPS-2017-575	399.063.03 Bekant Conference Table, Birch Veneer, Black
15021	EPS-2017-576	403.317.05 Millberget Swivel Chair, Bomstad Black
15021	EPS-2019-857	DS-2DE4A220IW-DE Hikvision PTZ Camera

15022 Furniture & Fixtures (G&A)

15022	EPS 2015-240	Coffee Machine - Refurbished Jura J9.3 One Touch TFT - Silver
15022	EPS 2015-241	Office Chair
15022	EPS 2015-242	Desk
15022	EPS 2016-392	Refrigerator
15022	EPS 2016-393	Microwave
15022	EPS 2016-394	Dishwasher
15022	EPS-2019-846	Qty 4 - Accounting Desk - Sit & Stand Desk with Screens

15031 Automobiles (OH)

15031	EPS 2011-031	2005 Ford E450(testing) with hitch
15031	EPS 2013-110	Major Van repair
15031	EPS 2013-111	Trailer

15040 Airplane

15040	EPS-2019-841	Airplane
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15051 Building Hangar 11-18

15051	EPS 2016-381	Hangar 11-18
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15052 15052 - Bldg Improv 11-18

15052	EPS 2017-417	Door Latches, Handles & Keys
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15052	EPS 2017-444.10	Angle 6 X 4 X 1/2 X 20'
15052	EPS 2017-444.11	Dyno Hookup
15052	EPS 2017-444.12	Electrical Line Extension
15052	EPS 2017-444.13	Materials for Build-out of Hangar 11-18
15052	EPS 2017-444.14	Materials & Labor for Build out of Hangar 11-18
15052	EPS 2017-444.15	Materials & Labor for Build out of Hangar 11-18
15052	EPS 2017-444.16	Materials & Labor for Build out of Hangar 11-18
15052	EPS 2017-444.18	TU 3x3x3/16 20'
15052	EPS 2017-444.19	HRANG 1x1x1/8 20'
15052	EPS 2017-444.2	Electrical Building Permit
15052	EPS 2017-444.20	HR FL 1/4 x 6 20'
15052	EPS 2017-444.21	Bend Plates Per Print
15052	EPS 2017-444.22	8x8 Compressor Room
15052	EPS 2017-444.23	50 x 20 Fabrication Room
15052	EPS 2017-444.24	36 x 20 Engine Rebuild Room
15052	EPS 2017-444.25	WB241324 - Scratch Resistant Strip Door Curtain 10'W x 9"H
15052	EPS 2017-444.26	Form steel plates
15052	EPS 2017-444.4	Underground PVC for wiring from transformer to CT cabinet
15052	EPS 2017-444.6	400 Amp Service
15052	EPS 2017-444.7	Fasteners for beams 113363
15052	EPS 2017-444.8	Fasteners for beams 110120435
15052	EPS 2017-444.9	WF Beam 12 x 22#
15052	EPS 2017-444.9	WF Beam 12 x 22#
15052	EPS 2017-444.9	WF Beam 12 x 22#
15052	EPS-2017-444.116	Piping for cooling tower
15052	EPS-2017-444.117	1-Ventilation System for VFD Room
15052	EPS-2017-444.118	Apply trawl applied 3/16" system in dyno area with TC.
15052	EPS-2017-444.119	MDD8080-8 - 8'0" Width, 8'0" Height, 18 Gauge, Cold Roll Steel, Steelcraft Hinge, #8 Right Hand Reverse Active, (1) 4'0" X 8'0" Hollow Metal Door, Lock Prep, (1) 4'0" X 8'0" Hollow Metal Door (Inactive Door) With Astragal And (2) Flush Bolts Installed
15052	EPS-2017-444.120	Qty 2 - MDD5080-8 - 5'0" Width, 8'0" Height, 18 Gauge, Cold Roll Steel, Steelcraft Hinge, #8 Right Hand Reverse Active, (1) 2'6" X 8'0" Hollow Metal Door, Lock Prep, (1) 2'6" X 8'0" Hollow Metal Door (Inactive Door) With Astragal And (2) Flush Bolts Installed
15052	EPS-2017-444.121	Qty 2 - MDD5080-7 - 5'0" Width, 8'0" Height, 18 Gauge, Cold Roll Steel, Steelcraft Hinge, #7 Left Hand Reverse Active, (1) 2'6" X 8'0" Hollow Metal Door, Lock Prep, (1) 2'6" X 8'0" Hollow Metal Door (Inactive Door) With Astragal And (2) Flush Bolts Installed
15052	EPS-2017-444.122	MD3070SC-161 - 3'0" Width, 7'0" Height, 35-3/4" x 83-1/4" Actual Size, Galvannealed, 18 Gauge, Steelcraft Hinge, 161 Lock Prep
15052	EPS-2017-444.123	MD3070SC-161 - 3'0" Width, 7'0" Height, 35-3/4" x 83-1/4" Actual Size, Galvannealed, 18 Gauge, Steelcraft Hinge, 161 Lock Prep
15052	EPS-2017-444.124	Prop Building Electrical, 100amp Service in IT room outside, Underground Piping to prop building, Wiring receptacles in IT room, 2 LED strip lights
15052	EPS-2017-444.125	Piping and Electrical for Dyno Room, LED lights by garage door, Wiring
15052	EPS-2017-444.134	Air Exchanger installed for upstairs offices
15052	EPS-2017-444.145	Blinds For Viewing/testing room
15052	EPS-2017-444.157	Chain Fence

15052	EPS-2017-444.185	75345K27 - Washdown Enclosure with See-Through Cover Side Hinge and Slotted Latch, 30" x 24" x 12" (EPS- 022-6)
15052	EPS-2017-444.186	75345K27 - Washdown Enclosure with See-Through Cover Side Hinge and Slotted Latch, 30" x 24" x 12" (EPS- 022-7)
15052	EPS-2017-444.187	monst outlets strip, hose heater, tube vinyl, pipe cut, hex busing, hose barb EPS-022-6
15052	EPS-2017-444.188	hose fuel, hose barb, adaptor galv (EPS-022-6)
15052	EPS-2017-444.189	Solder Plumbers Kit, Builder Hardware, Wago 3Conductor (EPS-022-6)
15052	EPS-2017-444.190	heating, elbow 90, couple black steel, comp connector, plub black, comp connector, hardware (EPS-0...
15052	EPS-2017-444.191	Gasket maker (eps-022-6)
15052	EPS-2017-444.192	Dyno Cell Fuel System: Use pipe and fittings EPS has provided for the system and install from out...
15052	EPS-2017-444.193	3/4" - 90 Degree Fittings EPS-022-6
15052	EPS-2017-444.194	connector cordgrp 1/2", connector combination 3/8, Cord power 16/3 sjtw 9' (EPS-022-7)
15053 15053 - Hangar 11-16		
15053	EPS 2017-409	Hangar 11-16, 625 W Hangar Road, New Richmond, WI 54017
15054 • 15054 - Bldg Improv 11-16		
15054	EPS 2015-259	Improvements to Hangar 11-16, Manufacturing Shop
15054	EPS 2015-260	Screen Doors added to Hangar 11-16, Manufacturing Shop
15054	EPS 2017-418	Door Latches, Handles & Keys
15054	EPS 2017-448	Security System
15057 Leasehold Improvements Complete		
15057	EPS 2017-447	Security System
15061 Software (OH)		
15061	EPS 2014-158	PO# 2014-00300 -- hyperMILL/hyper CAD Software
15061	EPS 2015-232	CAM Software hyperMILL/hyper CAD® - 3D Expert
15061	EPS 2015-233	hyperMILL® MAXX Roughing
15061	EPS 2016-331	HMOM-0000UA-EXP - CAM Software, hyperMILL/hyper CAD® - 3D Expert, all 2D/3D/HSC CAM functions, internal simulation,
15061	EPS 2017-421	Calypso Software
15062 • Software (OH)		
15062	EPS 2016-308	Bosch - Machine Named license for INCA Can-Trsmit add-on
15062	EPS 2016-353	Net.AG - software tool for importing Bosch sets into EPS Integrity Implementation
15063 • Software (G&A)		
15064 • Software - CIP		
15065 • Diagnostic Test Equipment		
15065	EPS 2016-314	Advanced generic plugin for Serial Communication. It can receive serial date and extract text or numeric values from the byte stream. It allows also to send data to the serial device (e.g., on start of storing or every n seconds, etc.) (Note: part of monitoring and control racks)
15065	EPS 2016-350	Qty 2 - Gas Measurement Equipment
15065	EPS 2016-388-1	Job# 2009 - Fixed Asset - Data Acquisition Harness - In Progress
15065	EPS-2017-533	Mass Flow Fuel Meter
15065	EPS-2017-534	Closed Loop Cooling System
15065	EPS-2017-535	AC Regen CAC Control
15065	EPS-2017-536	Cooling Tower

15065	EPS 2011-001	Dewtron Tools
15065	EPS 2011-002	Measurement Groups Tools
15065	EPS 2012-041	Dewetron Test Equipment
15065	EPS 2013-073	tools (Quality Control)
15065	EPS 2013-074	Additional Parts to DWUS01 EPS000380 (Note: additional items in transport case with DWUS01)
15065	EPS 2013-075	\$50,365.70 DWUS03 Desktop Version DEWETRON\$ 1,856.80 DWUSACC010 Thermo Amplifier\$ 1,477.00 DWUSACC011 Voltage Amplifier\$ 1,856.80 DWUSACC012 Thermo Amplifier
15065	EPS 2013-076	DWUSACC012 GPS Receiver (Note: part of monitoring and control racks)
15065	EPS 2013-077	DWUSACC013 GPS Receiver (Note: part of monitoring and control racks)
15065	EPS 2014-123	DEWE-DCDC-24-300-ISO (External DC/DC converter with isolation, 9 to 36 VDC input range, LEMO EGG.3B.302, including 2 m cable to banana jacks, 24 VDC output, 300 W, LEMO EGG.2B.302 connector) [Dewetron] DWUSACC015 (note: assume to be part of monitoring and control racks)
15065	EPS 2014-124	EPAD2-TH8-T -- Dewetron: 8 channel high precision thermocouple amplifier, LEMO EGG.1B.304 RS-485 interface, 8 differential input channels, 8x 24-bit A/D converter, up to 12 samples/sec/channel, simultaneous sampling, 350 V isolation, thermocouple type T, accuracy ± 0.4 °C, typ. ± 0.2 °C [Dewetron] DWUSACC014 (note: part of monitoring and control racks)
15065	EPS 2014-125	Dynamic Data Logger [Dewetron] DWUS04
15065	EPS 2014-126	01-101532-AAA-AAA: 1.5" On Board Coolant Electromagnetic Flow Meter System [Flow Technology]
15065	EPS 2015-171	Mobile Test Controller (note: controller hardware suite in dyno room)
15065	EPS 2015-172	Calibration Tool - Qty 1 - ES592 ETK, CAN and LIN Interface Module (EPS-012) (note: part of engine control and monitoring rack)

15071 Computer Equipment (COGS)

15071	EPS 2017-451	ThinkPad Computer
15071	EPS 2017-482	Lenovo ThinkPad T560 w/ Dock
15071	EPS 2017-483	Lenovo ThinkPad T540p
15071	EPS-2019-819	Lenovo ThinkStation P330 (QTY 4)
15071	EPS-2019-829	Lenovo ThinkPad P52

15072 Computer Equipment (OH)

15072	EPS 2011-034	NB Sony/VAIO/Software/ETC - ELTEUMJV
15072	EPS 2012-065	EPSHPC01 - HPC Server
15072	EPS 2012-066	EPSHPC02 - HPC
15072	EPS 2013-113	Epson 3880 shop
15072	EPS 2013-114	Newegg ECADUSCA01
15072	EPS 2013-115	Newegg ECADUSCA01
15072	EPS 2013-116	Lenovo ELTUSDR
15072	EPS 2014-163	eltuswi01: 3443CTO: ThinkPad X1 Carbon
15072	EPS 2014-164	Projector for Shop: Optoma HD131Xw HD 1920 x 1080, 2500 Lumens, 2 HDMI Inputs, 3D Ready Gaming Projector
15072	EPS 2014-165	eltuswi02 - Lenovo Computer
15072	EPS 2014-166	Backup desktop computer - ECADUSWI01
15072	EPS 2014-167	Laptop ELTUSWI03
15072	EPS 2015-245	ThinkPad W540 Laptop
15072	EPS 2015-247	ecamuswi01 - Lenovo ThinkStation P300 Tower Workstation
15072	EPS 2015-248	2015-03-31 - Amazon - Lenovo ThinkPad W540-eltuswi05
15072	EPS 2015-249	ThinkCentre M93p - Computer for the Ford Van - etetuswi01

15072	EPS 2015-250	Lenovo W550S with accessories and 3 yr warranty
15072	EPS 2016-302	Lenovo P50 with accessories and 3 yr warranty
15072	EPS 2016-348	BX80660E52640V4 - Xeon E5-2640 V4
15072	EPS 2016-349	D42132G4S - Samsung DDR4-2133 32GB
15072	EPS 2016-354	Lenovo ThinkPad P50
15072	EPS 2016-354a	Dock for Lenovo ThinkPad P50
15072	EPS 2016-365	Lenovo ThinkPad P50 (QC)
15072	EPS 2016-365a	Lenovo Backpack for ThinkPad (QC)
15072	EPS 2016-365b	Lenovo Dock for Think Pad (QC)
15072	EPS 2017-422	ThinkPad P50 SN#PC0JGGVD
15072	EPS 2017-423	ThinkPad Dock SN#M2D03B57
15072	EPS 2017-468	Adapter for ThinkPad Computer (ELTUSWI22 - Serial #PCOKK6L0)
15072	EPS 2017-469	ThinkPad Computer (ELTUSWI22 - Serial #PCOKK6L0)
15072	EPS 2017-470	Dock for Laptop Asset # EPS 2016-396-1
15072	EPS 2017-502	ThinkPad Workstation Dock
15072	EPS 2017-503	ThinkPad Workstation Dock
15072	EPS 2017-527	Lenovo P51 - Serial # PF0SF4LL
15072	EPS 2017-528	Lenovo P51 - SN PF0SDQS6
15072	EPS-2018-783	Dell Poweredge R420
15072	EPS-2018-786	Hikvision DS-7716NI-I4/16P NVR
15072	EPS-2019-830	Lenovo ThinkPad P51 Mobile Workstation 20HH000TUS - Intel QuadCore i7-7700HQ, 16GB DDR4 RAM, 512GB PCIe NVMe SSD, 15.6" FHD IPS; 1920x1080 Display, NVIDIA Quadro M1200 4GB, Windows 10 Pro

15073 Computer Equipment (G&A)

15073	EPS 2011-023	MPB 15.4 Laptop - Serial #W81021ZNAGZ
15073	EPS 2011-028	Jawbone BT Jambox Speaker (For telecommunications)
15073	EPS 2011-030	Fijitsu Duplex Scanner
15073	EPS 2012-055	LED Projector/Screen
15073	EPS 2012-057	Computer Spare Parts
15073	EPS 2012-058	Diskless Computer Storage - NAS-001
15073	EPS 2012-061	IT HardWare-Provantage - Tape Drive
15073	EPS 2012-063	Label Printer
15073	EPS 2013-103	Lenovo ThinkPad W350, EPS-011 CAM LAPTOP
15073	EPS 2013-104	Lenovo ELTUSWI13
15073	EPS 2013-105	Newegg ELTUSAR (Monitor, Headset, Keyboard, Mouse)
15073	EPS 2013-106	Epson 3880 office
15073	EPS 2014-159	Conference Room Projector Screen - Samsung 65" Class 1080p 120H Smart 3D LED TV - UN65F6400AFXZA [NewEgg]
15073	EPS 2014-160	emiscuswi02 - Conference Room Computer
15073	EPS 2014-161	ecaduswi02: computer
15073	EPS 2014-162	esvrsuwiqb - Dell Poweredge R710 Server - QuickBooks Server
15073	EPS 2015-234	epshpc04 Computer
15073	EPS 2015-235	Think Pad X1 Carbon
15073	EPS 2015-236	EPS Server Rack 01
15073	EPS 2015-237	Lenovo ThinkPad T550
15073	EPS 2015-238	ThinkPad W550s Mobile Workstation and Dock - 90W -named: eltuswi08
15073	EPS 2015-239	Samsung 850 Pro 2TB SSD - for - eltuswi08
15073	EPS 2016-328	Lenovo P50 with accessories and 3 yr warranty - ELTUSWI12
15073	EPS 2016-361	HP ProLiant Server (1)

15073	EPS 2016-362	HP ProLiant Server (2)
15073	EPS 2016-363	HP ProLiant Server (3)
15073	EPS 2016-364	Lenovo ThinkPad P50
15073	EPS 2016-364a	Lenovo Dock for ThinkPad P50
15073	EPS 2016-395	Lenovo ThinkPad T560
15073	EPS 2016-396	Lenovo ThinkPad T560
15073	EPS 2017-424	Netgear 4300 Switch
15073	EPS 2017-425	Netgear 4300 Switch
15073	EPS 2017-449	HP 2920-48G
15073	EPS 2017-450	26U Wall Mount
15073	EPS 2017-529	Jabra Speak 810
15073	EPS 2017-530	HP ProLiant DL360p Gen8 8 SFF Chassis - SQL Server Hardware
15073	EPS-2018-646	Quantum LTO-8 Tape Drive External SAS Tabletop Kit
15073	EPS-2018-792	ThinkPad T580
15073	EPS-2018-793	Lenovo ThinkPad T580
15073	EPS-2019-820	Lenovo T580
15073	EPS-2019-831	Lenovo 20LB0010US ThinkPad P52s Mobile Workstation Laptop: Intel Core i5-8350U (Quadcore, up to 3.6GHz, 6MB), 15.6" Full HD (1920x1080) IPS Display, 256 GB PCIe NVMe SSD, 8 GB RAM, Win 10 Pro,
Miscellaneous		
Location	Description	
16 & 18	Tool cabinets and machining fixtures	
16	Tool setters, DMG/DMU UNO 14 20 (Qty 2)	
16 & 18	Toolboxes and all tools including but not limited to hand tools, fabrication tools, electrical tools	
18	Load Bank, blue, 300 amp	
16 & 18	All propulsion system components, including but not limited to items in stock rooms 2 and 3, as well as all in-process, non-conforming, and accepted hardware	
vendors	All tooling at all vendors, including but not limited to tools for forging, machining, and casting	
18	Dewetron #1, DWUS01, and related equipment	
18	Dewetron #2, DWUS02, and related equipment	
18	Dewetron #5, DWUS05, and rack of equipment in which it is installed	
vendors	crankshaft inventory and tools at Asca (Italy), including but not limited to steal forgings and forging tools	
vendors	component and or assembly inventory at all vendors	
18 & 16	passwords for servers and encryption keys for tapes	
all	servers, free NAS, tapes, and tape drives in all US offices	

Schedule 1.2(d) Work-In-Progress

None.

Schedule 1.2(k) Hangars

The airplane hangar located upon the premises commonly referred to as Lot 18 Row 11 of the New Richmond Municipal Airport, New Richmond Wisconsin, and more specifically described as:

LOT 18, ROW 11 OF THE AIRPORT LAYOUT PLAN DATED SEPTEMBER 1, 1989, BEING PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S 1/2 OF NE 1/4) AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N 1/2 OF THE SE 1/4) AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4 OF THE SW 1/4) OF SECTION TWENTY-FIVE (525), TOWNSHIP THIRTY-ONE NORTH (T31N), RANGE EIGHTEEN WEST (R18W), IN THE CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN.

The airplane hangar located upon the premises commonly referred to as Lot 16 Row 11 of the New Richmond Municipal Airport, New Richmond Wisconsin, and more specifically described as:

LOT 16, ROW 11 OF THE AIRPORT LAYOUT PLAN DATED SEPTEMBER 1, 1989, BEING PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S 1/2 OF NE 1/4) AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N 1/2 OF THE SE 1/4) AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4 OF THE SW 1/4) OF SECTION TWENTY-FIVE (S25), TOWNSHIP THIRTY-ONE NORTH (T31N), RANGE EIGHTEEN WEST (R18W), IN THE CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN.

Schedule 1.3(a) Assumed Liabilities

None.

Schedule 2.2 Purchase Price Allocation

Pre-paid deposit		161,300 ³
Personal property taxes - closing		26,797.00
Directors & Officers Tail Policy-closing		34,000.00
Post-petition A/P (excluding Bosch and EPS GmbH)-closing		35,098.00
Carveout for Professionals- closing to be held in escrow by Steinhilber Swanson LLP in trust pending court orders authorizing professional compensation and any sum thereafter remaining shall be refunded by Steinhilber directly to Buyer. These carved out funds are not property of the bankruptcy estate and are specifically reserved for the professionals alone. The Carveout breakdown is included on the next page.		718,538.00
U.S. Trustee Quarterly Fees-closing		58,266.00
Miscellaneous Run-off expenses- closing		400.00
Satisfaction of Obligations to Equipment Finance Lenders- closing		1,653,010.00 ⁴
U.S. Bank Equipment Finance		
Wisconsin Department of Administration		
First National Community Bank		
Total Purchase Price		2,687,409.00
Credit for Prepaid Deposit		(161,300.00)
May, 2021	131,300.00	
June, 2021	30,000.00	
Total cash from Buyer at Closing		2,526,109.00

³ Includes estimate for utility invoices and week 24 nationwide business insurance premium – amounts subject to adjustment based on actual invoices received.

⁴ Or the actual sums shown on the three equipment lender payoffs as of closing date.

Schedule 2.3(a) Seller's Executory Contracts

Contract Counterparty	Contract Description
ADT Security LLC	Security system at office, Hanger 11-16, & Hanger 11-18
AFCO	Business Insurance Premium Finance Company
AON: Nationwide/Global Aerospace	AON: Insurance brokerage Nationwide and Global: Business Insurance (Property, Gen. Liability, Workers Comp, Transit, Aviation Products Liability)
American Family Insurance	Life Insurance for Michael Fuchs
Bosch Aviation Technology LLC	Contract for research and development for electronic control development
Bosch General Aviation Technology GmbH	Contract for research and development for electronic control development
Canon Financial Services, Inc.	Canon Printer -Model OCE Colorwave 500
City of New Richmond	Lease of Lot 18, Row 11 of New Richmond Municipal Airport Lease of Lot 16, Row 11 of New Richmond Municipal Airport
Delta Dental of WI	Group Dental Insurance Provider
DMG Mori USA	maintenance & annual software machines
EPIC Specialty Benefits	Group life insurance, short term disability insurance, long term disability insurance
GM Financial	2019 Chevrolet Suburban
InspectionXpert Corporation	Software-Quality-Inspection
John Hancock Retirement Plan Services	401(k) Plan
Manitou Properties, LLC	Lease Agreement-156 High Street, Ste 100C
Medica	Group Health Insurance Provider
Michael Fuchs - Employment Agreement	Executive Employment Agreement
Mike Driessen	Sublease: Hangar 13-3 at New Richmond Municipal airport
National Technical Systems (NTS Boxborough)	Environmental testing
NET.AG System Integration	software product life management system & requirement management system - annual
OPEN MIND Technologies USA Inc.	machine software & annual maintenance
PQ Systems	Software for tracking calibration
SoftwareOne	software license with annual maintenance
SSL.com	2-year subscription renewal for eps.aero
Thru, Inc.	Software to send secure attachments.
T-Mobile	Corporate Cell Phone Plan
Zhengyi Development Aviation Industry Co., Ltd.	Technology License Contract dated July 5, 2019
Wei Hang Zhengyi Development International Investment Holding Limited Liability Company	Equity Joint Venture Contract dated July 5, 2019

Schedule 2.3(b) Assumed Contract List

1. That certain lease dated January 13, 2017, between the City of New Richmond, Wisconsin and Engineered Propulsion Systems, Inc., for the real property known as Lot 16 Row 11 of the New Richmond Municipal Airport, New Richmond Wisconsin.
2. That certain lease dated January 13, 2017, between the City of New Richmond, Wisconsin and Engineered Propulsion Systems, Inc., for the real property known as Lot 18 Row 11 of the New Richmond Municipal Airport, New Richmond Wisconsin.
3. That certain "Small Business Contract" between ADT LLC dba ADT Security Services and Engineered Propulsion Systems, Inc., dated December 15, 2016.

**Schedule 3.10 -- Executory Contract or Unexpired Lease Assigned or Transferred
to any Third Party.**

None.

Schedule 3.11(a) -- Intellectual Property

PTP Ref.	AppTitle	Country Name	Status	App Number	Filing Date	Pub Number	Pat Number	Iss Date	Renewal Date	Action Date	Action
3957.01US02	ENGINE WITH HYBRID CRANKCASE	United States of America	Granted	11/879,011	13-Jul-07	US20080022963	US7509936	31-Mar-09			
3957.02US02	AERO COMPRESSION COMBUSTION DRIVE ASSEMBLY CONTROL SYSTEM	United States of America	Granted	13/646,576	5-Oct-12	US20130291550	US9611790	4-Apr-17	4-Oct-24		
3957.02WOAU	aka Injection Control Strategy for Low Cetane Fuel	United States of America	Granted	2012318370	5-Oct-12	AU2012318370	AU2012318370	9-Mar-17	5-Oct-21		
3957.02WOBR		Australia	Granted	1120140083088	5-Oct-12	BR112014008308	CA2853748	7-Jul-20	5-Oct-21	7-Jun-21	Pay Final Fees (\$1290)
3957.02WOCA		Brazil	Granted	2,853,748	5-Oct-12	CA2853748	CN104066952	22-Dec-20	5-Oct-21		
3957.02WOCN		Canada	Granted	201280060010.3	5-Oct-12	CN104066952	CN104066952	5-Oct-21	22-Jun-21		Request for Grant Deadline (\$1000)
3957.02WOCN		China (People's Republic)	Granted	15102898.2	5-Oct-12	HK1202604		5-Oct-21	24-Jun-21		Divisional/Grant Formalities (\$1000)
3957.02WOCN		Hong Kong	Published	12838031.8	5-Oct-12	EP2764223		5-Oct-21	24-Jun-21		
3957.02WOEP		European Patent Convention	Published	741/MUMNP/2014	5-Oct-12	IN741MUMNP/2014		5-Oct-21			
3957.02WOIN		India	Granted	2014117700	5-Oct-12	RU2014117700	RU2616730	18-Apr-17	5-Oct-21		
3957.02WORU		Russian Federation	Published	15/422,613	2-Feb-17	US20170145945	US10598119	24-Mar-20	24-Sep-23		
3957.02US03	aka Combustion Tuning to Avoid Harmful Natural Resonance Frequencies	United States of America	Published	16/827,142	23-Mar-20	US20200392920					
3957.02US04	Filed with original parent claims	United States of America	Published								Response to OA due (\$2500)

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[illegible]

3957.07WOUS01		United States of America	Published	16/632,783	20-Jul-18	US20200158015				9-Oct-21	Response to OA due (\$2500)
3957.07WOAU01		Australia	Published	2018304462	20-Jul-18	AU2018304462					
3957.07WOBR01		Brazil	Published	1120200013048	20-Jul-18	BR1120200013048			20-Jul-21	20-Jul-21	Request Exam Deadline (\$1000)
3957.07WCCA01		Canada	Published	3070483	20-Jul-18	CA3070483			20-Jul-21		
3957.07WOCN01		China (People's Republic)	Published	201880060888.4	20-Jul-18	CN11108275					
3957.07WOEP01		European Patent Convention	Published	18835228.0	20-Jul-18	EP3655635			20-Jul-21	20-Jul-21	Request Exam Deadline (\$1000)
3957.07WOIN01		India	Pending	202017007206	20-Jul-18						Request Exam Deadline (\$1000)
3957.07WORU01		Russian Federation	Pending	2020107663	20-Jul-18					20-Jul-21	Request Exam Deadline (\$1000)

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**Schedule 3.11(b) Licenses, Transfers and Assignments of Rights in Intellectual
Property to Any Governmental Entity**

None.

Schedule 3.11(c) Infringement

None.

Schedule 3.14 Environmental Matters

None.
